



Amendment No. 8
to
Contract No. MA 5600 NA150000090
for
Event Booking System
between
Ungerboeck Systems International Inc.
and the
City of Austin

1.0 The City hereby amends the above referenced Contract to replace Exhibit G created on 12/21/2017 of the Master Agreement with the attached Exhibit G updated 12/2/2020. The revised Exhibit G reflects new modules/additions to the USI software for both Austin Convention Center Department and Austin Public Library.

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/12/2015 – 05/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No. 2: 2.1 Increase Amend 1 2.2 Increase remaining options by \$28,177 each 06/23/2016	\$95,877.00 \$0.00 \$95,877.00	\$815,877.00
Amendment No. 3: 3.1 RCA Increase 1 of 4 (see 2.2) 3.2 Option 2 – Extension 06/12/2017 – 06/11/2018	\$28,177 \$120,000.00 \$148,177.00	\$964,054.00
Amendment No. 4: Replace Exhibit G 02/09/2018	\$0.00	\$964,054.00
Amendment No. 5: 5.1 RCA Increase 2 of 4 (see 2.2) 5.2 Option 3 – Extension 06/12/2018 – 06/11/2019	\$28,177 \$120,000.00 \$148,177.00	\$1,112,231.00
Amendment No. 6: 6.1 RCA Increase 3 of 4 (see 2.2) 6.2 Option 4 – Extension 06/12/2019 – 06/11/2020	\$28,177 \$120,000.00 \$148,177.00	\$1,260,408.00
Amendment No. 7: 7.1 RCA Increase 4 of 4 (see 2.2) 7.2 Option 5 – Extension 06/12/2020 – 06/11/2021	\$28,177 \$120,000.00 \$148,177.00	\$1,408,585.00
Amendment No. 8: Replace Exhibit G 12/07/2020	\$0.00	\$1,408,585.00

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature: _____



Printed Name: Manish Chandak

Authorized Representative
Ungerboeck Systems International, Inc.
100 Ungerboeck Park
O'Fallon, Missouri 63368
darenu@ungerboeck.com

Date: 12.8.2020

Signature: Paula Barriffe

Digitally signed by Paula Barriffe
Date: 2020.12.10 15:25:24 -06'00'

Paula Barriffe
Procurement Specialist III
City of Austin
Purchasing Office

Date: _____

Signature: _____

Sai Xoomsai
Purcell

Digitally signed by
Sai Xoomsai Purcell
Date: 2020.12.10
15:32:19 -06'00'

Sai Purcell
Interim Procurement Manager
City of Austin
Purchasing Office

Date: _____

Exhibit G

Ungerboeck Software License
The City of Austin

Investment Number: DU8754

All Pricing In: USD

Valid To: 8/30/2015

Number of Concurrent Users: See BAFO Price Sheet

Software Licensing & Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Software Licensing							
-50 Concurrent Users (Includes 20% Volume Discount)	\$ 177,848						\$ 177,848
-72 Concurrent Users (Includes 22.5% Volume Discount)	\$ 230,832						\$ 230,832
-75 Concurrent Users (Includes 22.5% Volume Discount)	\$ 237,793						\$ 237,793
-100 Concurrent Users (Includes 30% Volume Discount)	\$ 272,195						\$ 272,195
- ESCV License		\$ 4,900	\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500	\$ 62,900
Annual Maintenance							
-50 Concurrent Users	\$ 33,347	\$ 34,347	\$ 35,378	\$ 36,439	\$ 37,532	\$ 38,658	\$ 215,702
-72 Concurrent Users (Annual maint on 50 users first year)	\$ 33,347	\$ 44,893	\$ 46,240	\$ 47,627	\$ 49,056	\$ 50,527	\$ 271,690
-75 Concurrent Users	\$ 46,025	\$ 47,406	\$ 48,828	\$ 50,293	\$ 51,802	\$ 53,356	\$ 297,709
-100 Concurrent Users	\$ 58,328	\$ 60,078	\$ 61,880	\$ 63,737	\$ 65,649	\$ 67,618	\$ 377,289
Total Software Licensing & Maintenance at 50 Concurrent Users	\$ 211,195	\$ 34,347	\$ 35,378	\$ 36,439	\$ 37,532	\$ 38,658	\$ 393,550
Total Software Licensing & Maintenance at 72 Concurrent Users	\$ 264,179	\$ 49,793	\$ 60,740	\$ 62,127	\$ 63,556	\$ 65,027	\$ 565,422
Total Software Licensing & Maintenance at 75 Concurrent Users	\$ 283,818	\$ 47,406	\$ 48,828	\$ 50,293	\$ 51,802	\$ 53,356	\$ 535,502
Total Software Licensing & Maintenance at 100 Concurrent Users	\$ 330,523	\$ 60,078	\$ 61,880	\$ 63,737	\$ 65,649	\$ 67,618	\$ 649,484

Mobile & Support Upgrades	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Ungerboeck Mobile Bundle							
-75 Named Users	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 52,500
-97 Names Users	\$ 9,850	\$ 9,850	\$ 9,850	\$ 9,850	\$ 9,850	\$ 9,850	\$ 59,100
-100 Named Users	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000
-150 Named Users	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 76,500
-200 Named Users	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Support Plan Upgrade	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 57,000
Support Plan Advanced Success Upgrade - Convention Center						\$ 11,907	\$ 11,907
Support Plan Advanced Success Upgrade - Library (requires Convention Center Success Plan)						\$ 3,150	\$ 3,150
Premium Support Plan							
Total Mobile & Support Upgrades at 75 Name Mobile Users	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 109,500
Total Mobile & Support Upgrades at 97 Name Mobile Users	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 116,100
Total Mobile & Support Upgrades at 100 Name Mobile Users	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 117,000
Total Mobile & Support Upgrades at 150 Name Mobile Users	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 133,500
Total Mobile & Support Upgrades at 200 Name Mobile Users	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 147,000

Database Hosting Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Name User Amount							
-75 Named Users	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 167,400
- 97 Named Users	\$ 32,916	\$ 32,916	\$ 32,916	\$ 32,916	\$ 32,916	\$ 32,916	\$ 197,496
-100 Named Users	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 201,600
-150 Named Users	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 280,800
-200 Named Users	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 316,800
Hosting Upgrades	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 36,000
Managed Services - SSO						\$ 1,050	\$ 1,050
Database Replication to On premise Server							
Total Database Hosting Services at 50 Named Users	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 203,400
Total Database Hosting Services at 97 Named Users	\$ 38,916	\$ 38,916	\$ 38,916	\$ 38,916	\$ 38,916	\$ 38,916	\$ 233,496
Total Database Hosting Services at 75 Named Users	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 237,600
Total Database Hosting Services at 100 Namd Users	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 316,800
Total Database Hosting Services at 200 Named Users	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 352,800

Estimated Implementation Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Project management & oversight							
Weekly status & task reviews	\$ 2,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,450
Project management & system acceptance documentation	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Pre & Post deployment business and technical consulting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
initial business process review	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Current vs. proposed workflow development, documentation & acceptance	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
Base system configuration, users, roles, themes, access management, etc.	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Project team system configuration training & support	\$ 11,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,900
Custom system documentation	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Post go-live system refinement & support	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Specialty reporting development	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Website design & intergration	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Miscellaneous system deployment consulting	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Data migration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source system data/purpose assessment & extraction	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Target system mapping & documentation	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Source to target system software development	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Data migration testing	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Final cutover support	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Intergartions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Custom URL web service integration	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800
End user training (not train the trainer)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales, marketing booking and contracting	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
Event planning/coordinators	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Exhibit services	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Event consultants & sub-contractors	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Facility operations, security, cleaning, setup crew	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
Finance & adminiistration	\$ 14,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,700

ESCV Services Budget	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-	\$	20,000
Miscellaneous services budget	\$	-	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	100,000
Total Estimated Implementation Services	\$	159,550	\$	40,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	279,550

Estimated Implementation Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
TCO at 50 Concurrent Users License and 75 Mobile & Hosted Name Users	\$ 422,895	\$ 126,497	\$ 107,528	\$ 108,589	\$ 109,682	\$ 110,808	\$ 986,000
TCO at 50 Concurrent Users License and 100 Mobile & Hosted Name Users	\$ 429,845	\$ 133,447	\$ 114,478	\$ 115,539	\$ 116,632	\$ 117,758	\$ 1,027,700
TCO at 72 Concurrent Users License and 97 Mobile & Hosted Name Users	\$ 481,995	\$ 148,059	\$ 139,006	\$ 140,393	\$ 141,822	\$ 143,293	\$ 1,194,568
TCO at 75 Concurrent Users License and 150 Mobile & Hosted Name Users	\$ 518,418	\$ 162,456	\$ 143,878	\$ 145,343	\$ 146,852	\$ 148,406	\$ 1,265,352
TCO at 100 Concurrent Users License and 200 Mobile & Hosted Name Users	\$ 573,373	\$ 183,378	\$ 165,180	\$ 167,037	\$ 168,949	\$ 170,918	\$ 1,428,834

*The License & Maintenance amounts assume the City of Austin is Licensing all Software Modules selected in Ungerboeck Software License sheet DU8754

**The Esitimated Implemenation amounts quoted above are time and materials estimates based on Ungerboecks's review of the City of Austin's request for proposal specifications and Ungerboeck's experience in working with similar convention venues. More precise implementation services budget would be developed in Phase 0 - Process Discovery & Project Charter Development (please see page 43 of Ungerboeck repsonse to the City of Austin's RFP).

***Additional service fees not included in software maintenance and support, per contract terms, will be charged at \$175 per hour.



Amendment No. 7
to
Contract No. MA 5600 NA150000090
for
Event Booking System
between
Ungerboeck Systems International, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective June 12, 2020 to June 11, 2021. No options will remain.
- 2.0 The total contract amount is increased by \$148,177 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/12/2015 – 05/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No. 2: 2.1 Increase Amend 1 2.2 Increase remaining options by \$28,177 each 06/23/2016	\$95,877.00 \$0.00 \$95,877.00	\$815,877.00
Amendment No. 3: 3.1 RCA Increase 1 of 4 (see 2.2) 3.2 Option 2 – Extension 06/12/2017 – 06/11/2018	\$28,177 \$120,000.00 \$148,177.00	\$964,054.00
Amendment No. 4: Replace Exhibit G 02/09/2018	\$0.00	\$964,054.00
Amendment No. 5: 5.1 RCA Increase 2 of 4 (see 2.2) 5.2 Option 3 – Extension 06/12/2018 – 06/11/2019	\$28,177 \$120,000.00 \$148,177.00	\$1,112,231.00
Amendment No. 6: 6.1 RCA Increase 3 of 4 (see 2.2) 6.2 Option 4 – Extension 06/12/2019 – 06/11/2020	\$28,177 \$120,000.00 \$148,177.00	\$1,260,408.00
Amendment No. 7: 7.1 RCA Increase 4 of 4 (see 2.2) 7.2 Option 5 – Extension 06/12/2020 – 06/11/2021	\$28,177 \$120,000.00 \$148,177.00	\$1,408,585.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: , 5.14.2020

Printed Name: Manish Chandak
Authorized Representative

Ungeboeck Systems International, Inc.
100 Ungerboeck Park
O'Fallon, Missouri 63368
darenu@ungerboeck.com
Soug.archibald@ungerboeck.com
800-400-4052

Sign/Date: _____

Jim Howard
Procurement Manager

City of Austin Purchasing Office
124 West 8th Street
Austin, Texas 78701



Amendment No. 6
to
Contract No. 5600 NA150000090
for
Event Booking System
Between
Ungerboeck Systems International, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 12, 2019 through June 11, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$148,177.00 by this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/12/2015 – 06/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No.2: Increase Contract amount for Option 1	\$95,877.00	\$815,877.00
Amendment No. 3: Option 2 – Extension 06/12/2017 – 06/11/2018	\$148,177.00	\$964,054.00
Amendment No.4: Replace Exhibit G	\$0.00	\$964,054.00
Amendment No. 5: Option 3 – Extension 06/12/2018 – 06/11/2019	\$148,177.00	\$1,112,231.00
Amendment No. 6: Option 4 – Extension 06/12/2019 – 06/11/2020	\$148,177.00	\$1,260,408.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  06.03.2019

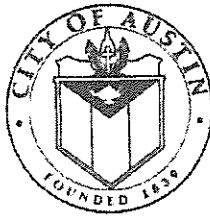
Printed
Name: Manish Chandak
Authorized Representative

Ungerboeck Systems International, Inc
100 Ungerboeck Park
O'Fallon, Missouri 63368

Sign/Date:  6/3/19

Printed
Name: Jones T. Howard
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
to
Contract No. 5600 NA150000090
for
Event Booking System
Between
Ungerboeck Systems International, Inc
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 12, 2018 through June 11, 2019. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$148,177.00 by this extension period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/12/2015 – 06/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No.2: Increase Contract amount for Option 1	\$95,877.00	\$815,877.00
Amendment No. 3: Option 2 – Extension 06/12/2017 – 06/11/2018	\$148,177.00	\$964,054.00
Amendment No.4: Replace Exhibit G	\$0.00	\$964,054.00
Amendment No. 5: Option 3 – Extension 06/12/2018 – 06/11/2019	\$148,177.00	\$1,112,231.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

A handwritten signature in black ink, appearing to read "Manish Chaudhary".

Printed Name: MANISH CHAUDHARY
Authorized Representative

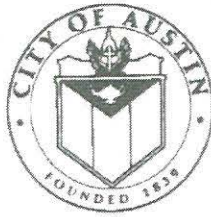
Ungerboeck Systems International, Inc
100 Ungerboeck Park
O'Fallon, Missouri 63368

Sign/Date:

A handwritten signature in black ink, appearing to read "James T. Howard".

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
to
Contract No. 5600 NA150000090
for
Event Booking System
Between
Ungerboeck Systems International, Inc.
and the
City of Austin

- 1.0 To resolve invoicing issues, replace Exhibit G created on 02/11/2015 of Master Agreement 5600 NA150000090 with Exhibit G updated on 12/21/2017
- 2.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 05/12/2015 – 06/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No. 2: Increase Contract amount for Option 1	\$95,877.00	\$815,877.00
Amendment No. 3: Option 2 – Extension 06/12/2017 – 06/11/2018	\$148,177.00	\$964,054.00
Amendment No. 4: Replace Exhibit G	\$0.00	\$964,054.00

- 3.0 MBE/WBE goals do not apply to this contract.
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- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  2/9/18

Printed Name: Manish Chandak
Authorized Representative

Ungerboeck Systems International, Inc
100 Ungerboeck Park
O'Fallon, Missouri 63368

Sign/Date: 

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Exhibit G

Ungerboeck Software License
The City of Austin

Updated on:

12/21/2017

						Investment Number:	DU8754
						All Pricing In:	USD
Number of Concurrent Users: See BAFO Price Sheet						Valid To:	8/30/2015
Software Licensing & Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Software Licensing							
-50 Concurrent Users (Includes 20% Volume Discount)	\$ 177,848						\$ 177,848
-72 Concurrent Users (Includes 22.5% Volume Discount)	\$ 230,832						\$ 230,832
-75 Concurrent Users (Includes 22.5% Volume Discount)	\$ 237,793						\$ 237,793
-100 Concurrent Users (Includes 30% Volume Discount)	\$ 272,195						\$ 272,195
- ESCV License		\$ 4,900	\$ 14,500	\$ 14,500	\$ 14,500	\$ 14,500	\$ 62,900
Annual Maintenance							
-50 Concurrent Users	\$ 33,347	\$ 34,347	\$ 35,378	\$ 36,439	\$ 37,532	\$ 38,658	\$ 215,702
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Total Software Licensing & Maintenance at 50 Concurrent Users	\$ 211,195	\$ 34,347	\$ 35,378	\$ 36,439	\$ 37,532	\$ 38,658	\$ 393,550
Total Software Licensing & Maintenance at 72 Concurrent Users	\$ 264,179	\$ 49,793	\$ 60,740	\$ 62,127	\$ 63,556	\$ 65,027	\$ 565,422
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Total Software Licensing & Maintenance at 100 Concurrent Users	\$ 330,523	\$ 60,078	\$ 61,880	\$ 63,737	\$ 65,649	\$ 67,618	\$ 649,484

Mobile & Support Upgrades	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Ungerboeck Mobile Bundle							
-75 Named Users	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 52,500
-97 Names Users	\$ 9,850	\$ 9,850	\$ 9,850	\$ 9,850	\$ 9,850	\$ 9,850	\$ 59,100
-100 Named Users	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 60,000
-150 Named Users	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 76,500
-200 Named Users	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Support Plan Upgrade	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 57,000
Premium Support Plan							
Total Mobile & Support Upgrades at 75 Name Mobile Users	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 109,500
Total Mobile & Support Upgrades at 97 Name Mobile Users	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 116,100
Total Mobile & Support Upgrades at 100 Name Mobile Users	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 117,000
Total Mobile & Support Upgrades at 150 Name Mobile Users	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 133,500
Total Mobile & Support Upgrades at 200 Name Mobile Users	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 147,000

Database Hosting Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Name User Amount							
-75 Named Users	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 167,400
- 97 Named Users	\$ 32,916	\$ 32,916	\$ 32,916	\$ 32,916	\$ 32,916	\$ 32,916	\$ 197,496
-100 Named Users	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 201,600
-150 Named Users	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 280,800
-200 Named Users	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 316,800
Hosting Upgrades	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 36,000
Database Replication to On premise Server							
Total Database Hosting Services at 50 Named Users	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 203,400
Total Database Hosting Services at 97 Named Users	\$ 38,916	\$ 38,916	\$ 38,916	\$ 38,916	\$ 38,916	\$ 38,916	\$ 233,496
Total Database Hosting Services at 75 Named Users	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 237,600
Total Database Hosting Services at 100 Namd Users	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 316,800
Total Database Hosting Services at 200 Named Users	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 352,800

Estimated Implementation Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Project management & oversight							
Weekly status & task reviews	\$ 2,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,450
Project management & system acceptance documentation	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Pre & Post deployment business and technical consulting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
initial business process review	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Current vs. proposed workflow development, documentation & acceptance	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
Base system configuration, users, roles, themes, access management, etc.	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Project team system configuration training & support	\$ 11,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,900
Custom system documentation	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Post go-live system refinement & support	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Specialty reporting development	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Website design & intergration	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Miscellaneous system deployment consulting	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Data migration		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source system data/purpose assessment & extraction	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Target system mapping & documentation	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Source to target system software development	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Data migration testing	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Final cutover support	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Intergartions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Custom URL web service integration	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800
End user training (not train the trainer)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales, marketing booking and contracting	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
Event planning/coordinators	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Exhibit services	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Event consultants & sub-contractors	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Facility operations, sercurity, cleaning, setup crew	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
Finance & admiistration	\$ 14,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,700
ESCV Services Budget	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Miscellaneous services budget	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Total Estimated Implementation Services	\$ 159,550	\$ 40,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 279,550

Estimated Implementation Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
TCO at 50 Concurrent Users License and 75 Mobile & Hosted Name Users	\$ 422,895	\$ 126,497	\$ 107,528	\$ 108,589	\$ 109,682	\$ 110,808	\$ 986,000
TCO at 50 Concurrent Users License and 100 Mobile & Hosted Name Users	\$ 429,845	\$ 133,447	\$ 114,478	\$ 115,539	\$ 116,632	\$ 117,758	\$ 1,027,700
TCO at 72 Concurrent Users License and 97 Mobile & Hosted Name Users	\$ 481,995	\$ 148,059	\$ 139,006	\$ 140,393	\$ 141,822	\$ 143,293	\$ 1,194,568
TCO at 75 Concurrent Users License and 150 Mobile & Hosted Name Users	\$ 518,418	\$ 162,456	\$ 143,878	\$ 145,343	\$ 146,852	\$ 148,406	\$ 1,265,352
TCO at 100 Concurrent Users License and 200 Mobile & Hosted Name Users	\$ 573,373	\$ 183,378	\$ 165,180	\$ 167,037	\$ 168,949	\$ 170,918	\$ 1,428,834

*The License & Maintenance amounts assume the City of Austin is Licensing all Software Modules selected in Ungerboeck Software License sheet DU8754

**The Estimated Implementation amounts quoted above are time and materials estimates based on Ungerboeck's review of the City of Austin's request for proposal specifications and Ungerboeck's experience in working with similar convention venues. More precise implementation services budget would be developed in Phase 0 - Process Discovery & Project Charter Development (please see page 43 of Ungerboeck response to the City of Austin's RFP).

***Additional service fees not included in software maintenance and support, per contract terms, will be charged at \$175 per hour.



Amendment No. 3
to
Contract No. 5600 NA150000090
for
Event Booking System
Between
Ungerboeck Systems International, Inc
and the
City of Austin

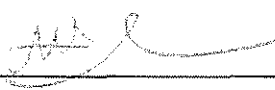
- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 12, 2017 through June 11, 2018. Three options will remain.
- 2.0 The total contract amount is increased by \$148,177.00 by this extension period. The total contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term: 05/12/2015 – 06/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No. 2: Increase Contract amount for Option 1	\$95,877.00	\$815,877.00
Amendment No. 3: Option 2 – Extension 06/12/2017 – 06/11/2018	\$148,177.00	\$964,054.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

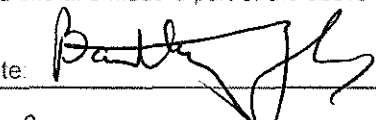
Sign/Date:

 6/26/17

Printed Name: Manish Chandak
Authorized Representative

Ungerboeck Systems International, Inc
100 Ungerboeck Park
O Fallon, Missouri 63368

Sign/Date:

 6/27/17

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. MA 5600 NA150000090
for
Event Booking System
between
Ungerboeck Systems International, Inc.
and the
City of Austin

- 1.0 The City hereby amends this Contract by adding additional funding to provide continued event booking software system service, for an increase of not to exceed \$95,877 for the first extension option and \$28,177 each for extension option two through five, for a total increase amount not exceed \$208,585, for a revised contract amount not to exceed \$1,408,585.

	Original Contract Compensation	Additional Funding for Austin Public Library
Original Term	\$600,000.00	
Option 1	\$120,000.00	\$95,877.00
Option 2	\$120,000.00	\$28,177.00
Option 3	\$120,000.00	\$28,177.00
Option 4	\$120,000.00	\$28,177.00
Option 5	\$120,000.00	\$28,177.00

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 05/12/2015 – 06/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00
Amendment No. 2: Increase Contract amount for Option 1	\$95,877.00	\$815,877.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____



Date: _____

6/2/2016

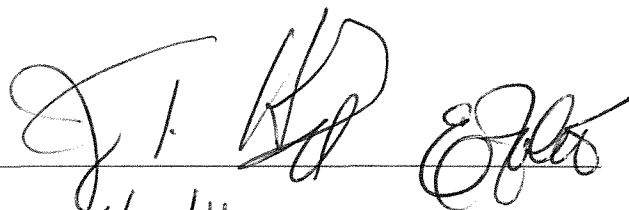
Printed Name: _____

Manish Chandak

Authorized Representative

Ungerboeck Systems International, Inc.
100 Ungerboeck Park
O'Fallon, Missouri 63368

Signature: _____



Date: _____

6/23/16

Jim Howard

Elisa Folco

Corporate Contract Administrator

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701



Amendment No. 1
to
Contract No. NA150000090
for
Event Booking System for the Austin Convention Center Department
between
Ungerboeck Systems International, Inc.
and the
City of Austin

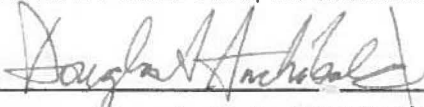
- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 12, 2016 through June 11, 2017. Four options will remain.
- 2.0 The total contract amount is increased by \$120,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/12/2015 – 06/11/2016	\$600,000.00	\$600,000.00
Amendment No. 1: Option 1 – Extension 06/12/2016 – 06/11/2017	\$120,000.00	\$720,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

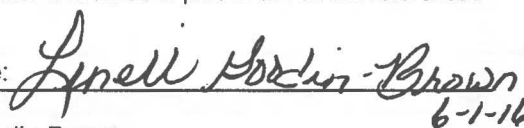
Sign/Date:

 4/21/2016

Printed Name: DOUGLAS S. ARCHIBALD
Authorized Representative

Ungerboeck Systems International, Inc.
100 Ungerboeck Park
O'Fallon, Missouri 63368
(800) 400-4052
LegalSupportGroup@ungerboeck.com

Sign/Date:

 6-1-16

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



**Financial Service Department
Purchasing Office**
124 W. 8th St., Austin, Texas, 78701

June 12, 2015

Ungerboeck Systems International, Inc
Jack Wagner
Sales Director
100 Ungerboeck Park
O'Fallon, MO 63368

Dear Mr. Wagner:

The Austin City Council approved the execution of a contract with your company for an Event Booking System for the Austin Convention Center Department.

Responsible Department:	Austin Convention Center Department
Primary Department Contact Person:	Chad Paine, Business Systems Analyst
Contact Email Address:	Chad.Paine@Austintexas.gov
Contact Telephone:	(512) 404-4098
Secondary Department Contact Person:	Debbie Gossett, IT Division Manager
Department Contact Email Address:	Debbie.Gossett@Austintexas.gov
Department Contact Telephone:	(512) 404-4034
Project Name:	Event Booking System for the Austin Convention Center Department
Contractor Name:	Ungerboeck Systems International, Inc
Contract Number:	MA-5600-NA150000090
Contract Period:	June 12, 2015 through June 11, 2016
Extension Options:	Five 12-month Options
Dollar Amounts:	Not to Exceed \$600,000.00 for the initial term and not to exceed \$120,000 for each extension option
Agenda Item Number:	29
Council Approval Date:	February 26, 2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact one of the Department Contacts listed above.

Sincerely,

Shawn M. Willett

Shawn M. Willett
Corporate Purchasing Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
UNGERBOECK SYSTEMS INTERNATIONAL, INC. ("Contractor")
FOR
EVENT BOOKING SYSTEM**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ungerboeck Systems International, Inc. having offices at 100 Ungerboeck Park, O'Fallon, MO 63368 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SMW0123.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP, SMW0123 including all documents incorporated by reference
- 1.1.3 Ungerboeck Offer, dated February 11, 2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not to exceed amount of \$600,000 for the initial twelve (12) month Contract term and a total not to exceed amount of \$120,000 for each twelve (12) month extension option, for a total contract amount not to exceed \$1,200,000. Payment shall be made per the Payment Schedule, as referenced in Exhibit H.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities.

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 The City of Austin asked Ungerboeck to provide language regarding the Ungerboeck migration from use of the Microsoft Silverlight plug-in.

Ungerboeck Response:

Ungerboeck will use its best commercial efforts to eliminate the need for a local install of Silverlight within 24 months from the date of production go live.

- 1.6.2 The City of Austin asked Ungerboeck to provide a description of the "Commercial Best Efforts" language used to describe how Ungerboeck will migrate from its use of Silverlight.

Ungerboeck Response:

Our intent is to state that Ungerboeck will do our best to migrate all Ungerboeck software from Silverlight. Our existence depends on it, however, if something unforeseen would occur, for example, if our current estimates of building HTML5 controls takes drastically longer than estimated, we would still use our best efforts to search for the best product for our customers but there would be a delay in the migration. With that said, we would most certainly be willing to commit to having the migration completed before Silverlight is no longer supported by Microsoft if that would successfully address the Austin Convention Centers concerns.

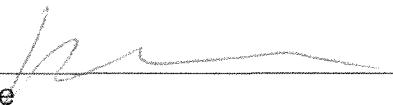
- 1.6.3 In reference to Ungerboeck's Recommended Customer Project Team, included in Ungerboeck's proposal, the City would like to clarify that the roles recommended by Ungerboeck may not be filled with one individual person. The City may have individuals acting in multiple roles.
- 1.6.4 Ungerboeck understands and agrees that the scheduling of events at the ACCD take precedence over any other schedule(s) agreed to by ACCD and Ungerboeck. Ungerboeck shall not hold ACCD liable, financially or otherwise, if alterations in the ACCD schedule require changes in the installation/implementation schedule.
- 1.6.5 Exhibit A, Standard Purchase Definitions as amended (0100)
- 1.6.6 Exhibit B, Standard Purchase Terms and Conditions as amended (0300)
- 1.6.7 Exhibit C, Supplemental Terms and Conditions as amended (0400)
- 1.6.8 Exhibit D, Ungerboeck Response to Section 4.0 Technical Requirements
- 1.6.9 Exhibit E, Ungerboeck Response to Section 5.0 Functional Requirements
- 1.6.10 Exhibit F, Ungerboeck Hosting Service Level Agreement
- 1.6.11 Exhibit G, Ungerboeck Offer
- 1.6.12 Exhibit H, Payment Schedule
- 1.6.13 Exhibit I, Ungerboeck Technology Guidelines

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

UNGERBOECK SYSTEMS INTERNATIONAL,
INC.

Krister Ungerboeck
Printed Name of Authorized Person

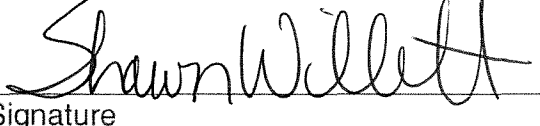
Signature 

CEO
Title:

Date: 6/10/2015

CITY OF AUSTIN

Shawn Willett
Printed Name of Authorized Person

Signature 

Corporate Purchasing Manager
Title:

Date: 6/11/2015

Exhibit A
Standard Purchase Definitions (0100)

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** - a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted.
11. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
12. **City** - the City of Austin, a Texas home-rule municipal corporation.
13. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
14. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - A. any exceptions to the Offer accepted in writing by the City
 - B. the Supplemental Purchase Terms and Conditions
 - C. the Standard Purchase Terms and Conditions
 - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
15. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.

16. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
17. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
18. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
19. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
20. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
21. **Goods** - supplies, materials, or equipment.
22. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
23. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
24. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
25. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.
26. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
27. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
28. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
29. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
30. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
31. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
32. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
33. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

- 34. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
- 35. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
- 36. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 37. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
- 38. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
- 39. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 40. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 41. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 42. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 43. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 44. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 45. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 46. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 47. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 48. **Responsive** - meeting all the requirements of a Solicitation.
- 49. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.

50. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
51. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
52. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
53. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
54. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.
55. **"Amendment"** means any written document executed by both Parties that modifies the terms of this Master Software as a Service Agreement, including referenced attachments, but excluding SaaS Subscription Schedules or a Statement of Work.
56. **"Authorized Persons"** means the service provider's employees, contractors, subcontractors or other agents who need to access the City's personal data to enable the service provider to perform the services required.
57. **"City"** means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.
58. **"City Data"** means all data created or in any way originating with the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in a way originated with the City, whether such data or output is stored on the City's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the City or by the service provider.
59. **"City Identified Contact"** means the person or persons designated in writing by the City to receive security incident or breach notification.
60. **"Data Breach"** means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a City's unencrypted personal data.
61. **"Individually Identifiable Health Information"** means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.¹
62. **"Non-Public Data"** means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
63. **"Personal Data"** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.
64. **"Protected Health Information" (PHI)** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.²

65. ***“Security Incident”*** means the potentially unauthorized access by non-authorized persons to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a City’s unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.
66. ***“Service Level Agreement” (SLA)*** means a written agreement between both the City and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
67. ***“Service Provider” (SP)*** means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
68. ***“Software-as-a-Service” (SaaS)*** means the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.³
69. ***“Statement of Work”*** means a written statement in a solicitation document or contract that describes the City’s service needs and expectations
70. ***“SOFTWARE” shall mean:***
- a. The Ungerboeck Software Modules (also known as USI Software Modules and formerly known as EBMS Software Modules), User Licenses, Web Licenses, Reports and/or Interfaces (collectively, “LICENSED MATERIAL”) identified in INVESTMENT SUMMARY Number DU8754 dated 2/11/15 incorporated herein by reference;
 - b. All supporting materials provided by USI, including, but not limited to, an interactive knowledge base;
 - c. Any additional LICENSED MATERIAL subsequently purchased by the City from the Contractor;
 - d. Any UPGRADES which Contractor makes available to the City as part of Maintenance (Section 3); and
 - e. The Ungerboeck Database schema.
- “UPGRADES” shall mean any future releases, enhancements, or corrections of the SOFTWARE or supporting materials which Contractor makes available to the City.

Exhibit B
Standard Purchase Terms and Conditions (0300)

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **DATA LOCATION**. The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

Sections 4 through 8 are reserved in their entirety.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- D. **Subcontractor Disclosure:** The service provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any application development and/or operations.
- E. **Background Checks:** The service provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the City's information among the service provider's employees and agents.
- F. **Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.
- G. **Right to Remove Individuals:** The City shall have the right at any time to require that the service provider remove from interaction with City any service provider representative who the City believes is detrimental to its working relationship with the service provider. The City shall provide the service provider with notice of its determination, and the reasons it requires the removal. If the City signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract or future work orders without the City's consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request. The City acknowledges that the Contractor's pricing is exclusive of any sales, use, value-added or other similar taxes.

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the invoice.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not indemnified by the Contractor or covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT:**

The termination of the contract will constitute:

- i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 16.

IMPORT AND EXPORT OF DATA: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

17. **RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.
- C. **Contract Audit:** The service provider shall allow the City to audit conformance to the contract terms. The City may perform this audit or contract with a third party at its discretion and at the City's expense. Upon 45 (forty-five) days' written notice, the Contractor may audit the City's use of the SOFTWARE, at the Contractor's expense. The City agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The city agrees to pay, within thirty (30) days of written notification, any unpaid fees. If the City does not pay, the Contractor may discontinue the City's maintenance, support, licenses and services and terminate this Contract.
- D. **Access to Security Logs and Reports:** In the event that an incident is reported, the service provider shall provide reports to the City in a format agreed to by both the service provider and the City. Reports shall include

latency statistics, user access, user access IP address, user access history and security logs for all City files related to this contract.

- E. **Data Center Audit:** The service provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

18. **SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

20. **WARRANTY – TITLE:** OMIT.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **SERVICE LEVELS:**

- A. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The system uptime shall be 99.95% (with agreed-upon maintenance downtime), and provide service to the City as defined in the Hosting SLA (Exhibit F).
- B. Web Services: The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.
- C. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

23. **DATA OWNERSHIP AND PROTECTION STANDARDS**

- A. **"Personal Data"** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.
- B. **"Protected Health Information"** (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.⁴
- C. **Data Ownership:** The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

D. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

- i. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
- ii. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
- iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
- iv. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
- vi. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

E. Compliance with Accessibility Standards: The service provider shall work with the City in good faith to identify areas of the SOFTWARE where compliance with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 is critical to the City.

F. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

H. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

- i. **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

ii. **Security Incident Reporting Requirements:** The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

iii. **Breach Reporting Requirements:** If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

I. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.

i. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

ii. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

iii. Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute⁵ at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not,

in fact, exist. If the Contractor is the defaulting party, the City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE:** Either party shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. If the Contractor is the defaulting party, upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

28.A. **TERMINATION AND SUSPENSION OF SERVICE:**

A. In the event of a termination of the contract, the service provider shall implement an orderly return of City data in a .bak file or other mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.

C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

E. The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract

price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

- C. **Change Control and Advance Notice:** The service provider shall give advance notice (to be determined at the contract time and included in the SLA) to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

31. **INDEMNITY:**

"Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- A. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action and judgements for actual damages, including reasonable costs and expenses of litigation and reasonable attorney fees, of a third party directly resulting from actions of sole negligence or willful misconduct of either party. This excludes claims of infringement of intellectual property rights, which is covered separately in Section 61 INTELLECTUAL PROPERTY INDEMNIFICATION.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

- 33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

Notification of Legal Requests: The service provider shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City's data under this contract, or which in any way might reasonably require access to the data of the City. The service provider shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** The Contract may require access to certain of the City's and/ Parties' or their licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information considered confidential) (collectively, "Confidential Information"). The Parties acknowledge and agree that the Confidential Information is valuable property and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the Parties or its licensors. The Parties (including employees, subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the disclosing Party promptly notifies the other Party before disclosing such information so as to permit reasonable time to seek an appropriate protective order. The Parties agree to use protective measures no less stringent than each Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any

amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:**
This Contract is personal to the City and neither this Contract nor any of either party's rights or duties hereunder shall be assigned, sub-licensed, sold or otherwise transferred by either party without the other party's prior written consent, which consent shall not be reasonably withheld.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
 - A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or

debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements): OMIT**

56. **SOFTWARE LICENSE**

a) License Grant

In consideration of the City's payment of the license fees specified in the INVESTMENT SUMMARY (Exhibit G), the Contractor grants to the City a perpetual, non-transferable license to use the SOFTWARE for the City's internal business management purposes.

b) Ownership

The City acknowledges that the SOFTWARE is the sole property of the Contractor or the Contractor's licensors, and that the City shall gain no right, title or interest in the SOFTWARE by virtue of this Agreement other than the non-exclusive rights granted herein. All modifications or enhancements to the SOFTWARE shall be done at the sole discretion of the Contractor. Any SOFTWARE modifications or enhancements performed by the Contractor specifically on behalf of the City, whether paid for by the City or not, remain the property of the Contractor and may, at the Contractor's sole discretion, be incorporated into, or withheld from, the SOFTWARE made generally available to the Contractor's other clients.

c) Restrictions

The City acknowledges that the information contained in the SOFTWARE is confidential and contains trade secrets belonging to the Contractor or the Contractor's licensor(s). Therefore, the City shall implement all reasonable measures necessary to safeguard the Contractor's ownership and confidentiality of the SOFTWARE. The City may not:

- a. Remove or permit the removal or alteration of any SOFTWARE markings or any notices of the Contractor's proprietary rights;
- b. Cause or permit reverse engineering, disassembly, or decompilation of the SOFTWARE;
- c. Use the SOFTWARE to provide third-party training on the content and/or the functionality of the SOFTWARE, except for training the City's users; or,
- d. Duplicate or reproduce the SOFTWARE, except that the City may make copies for backup and recovery purposes, user training, and testing of software updates.

d) THIRD PARTY PRODUCTS

This Contract does NOT include any licenses, training, installation, maintenance or ongoing support of any integrated third-party products (including Microsoft Office, SQL Server, etc.) unless specifically stated herein.

57. **SOFTWARE MAINTENANCE AND SUPPORT**

a) Maintenance and Support Services

The Contractor shall provide to the City Maintenance and Support services (collectively referred to as "Maintenance")

regarding the SOFTWARE licensed to the City under this Contract as described below:

- i. Such UPGRADES as are generally released by the Contractor to all customers ("Maintenance").
- ii. Remote customer support for general system trouble shooting and loading of software modifications and enhancements ("Support").

Maintenance does not include the cost of modification of any new software release to accommodate any of the City's prior custom modifications such as custom reports, triggers, or system interfaces. If the City arranges to modify data in the Ungerboeck Database by means other than technology provided by the Contractor, any troubleshooting, maintenance and support work requested by the City due to such modifications will be chargeable to the City at the Contractor's standard rates for Professional Services (see below). The Contractor will use commercially reasonable efforts to provide corrections or work-around solutions for any errors reported and determined to be in the SOFTWARE or the supporting materials at no additional cost to the City as long as the City's Maintenance is current and paid-up.

Maintenance will be provided by the Contractor free of charge for the first ninety (90) days following the execution of this Contract. Thereafter, Maintenance will be provided for automatically renewing one-year terms, provided that Maintenance fees are paid annually in advance, within 30 (thirty) days of receipt of invoice. The City's Maintenance fees are set forth in Exhibit G.

If the City purchases LICENSED MATERIAL in addition to that described in Exhibit G, the City shall pay any increases to the corresponding annual Maintenance fees.

Either party may terminate Maintenance by providing written notice to the other party thirty (30) days prior to the end of any annual Maintenance term.

b) Service Levels and Service Level Guarantee

Support services will be provided in compliance with the "USI Service Level Agreement" ("SLA") on the USI Support website at <http://support.ungerboeck.com/sla>. A copy of the SLA, if attached to this Contract, is for reference only. The SLA posted on the USI Support website shall always be the controlling version. The SLA may be changed at the sole discretion of USI. Ungerboeck will notify the City when modifications are made to the SLA. The Contractor's Support service levels will not be degraded without prior consent of the City.

In the event that the Contractor fails materially to respond in accordance with the SLA, the City's current Maintenance term shall be extended at no cost to the City by seven (7) calendar days for each such failure occurrence, provided that the City has provided the Contractor with written notice of the failure within ten (10) business days of the failure.

In the case of Priority 1: Critical Issues, the ten (10) day period for providing the Contractor notice of a service failure shall not begin until the Contractor has provided the City with a correction, patch or workaround, and the City has had a reasonable opportunity to evaluate its effectiveness.

The above remedies are the City's exclusive remedies for any failure to meet the Support service levels as described in the SLA.

58. PROFESSIONAL SERVICES

a) Initial Implementation & Ongoing Consulting Services

The Contractor will perform the initial system implementation, training and consulting services described in the INVESTMENT SUMMARY. Each project change which is likely to affect the overall system delivery price or dates will be governed by a Project Estimate. The Contractor will submit to the City a Project Estimate describing the change, its estimated cost, delivery time, and payment terms. The cost of preparing the Project Estimate will be borne by the Contractor unless otherwise agreed to by the City prior to the preparation of such estimate. Project Estimates will also be prepared for any additional projects to which the parties may subsequently agree. Upon acceptance by both parties, each Project Estimate will become an extension of this Agreement. In the event of a conflict among Project Estimates, the stipulations of the Project Estimate which was accepted by the City more recently shall control.

b) Payment

The Contractor's implementation, training and consulting services are provided on a time and materials basis, and are retained by the City in advance in the form of Prepaid Service Packs. Fees for Professional Services are billed against the Service Pack balance, and the City will receive discounted rates for those services as follows:

Prepaid Service Pack Amount	Applicable Discount Off Standard Rates
\$0 - \$4,999	0%
\$5,000 - \$9,999	2.5%
\$10,000 - \$19,999	5%
\$20,000 +	10%

All reasonable travel-related expenses, including air fare, hotel, meals, taxi, telephone, etc. incurred by the Contractor on behalf of the City, shall be reimbursed by the City. Travel expenses may include, at USI's discretion, USI's time spent traveling during normal business hours when necessary to accommodate the City's urgent needs or schedule. Service Packs may not be used for the Contractor's out-of-pocket expenses.

c) Independent Contractor Status

The Contractor's status under this Contract is that of an independent contractor. USI will provide all personnel required to perform the work hereunder. Those personnel may be employees of the Contractor or may be independent contractors hired by the Contractor for the purpose of providing services pursuant to this Contract. In either event, the Contractor will be responsible to the City for the completion of work to be performed, and the persons performing such services as representatives of the Contractor shall perform such services under the direct control of the Contractor rather than the City. Neither the Contractor, nor any of the personnel performing services pursuant to this Agreement, will be entitled to any rights or benefits made available to the City's employees, nor shall such personnel be entitled to any compensation or remuneration from the City as a result of the performance of this Contract, except for the City's obligations to pay the fees to the Contractor provided for herein.

59. WARRANTY DISCLAIMER

USI DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. USI DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORTING MATERIALS WILL MEET CLIENT'S NEEDS, OR THAT CLIENT'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

60. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. IN NO EVENT SHALL THE CONTRACTOR OR ITS LICENSORS BE LIABLE TO THE CITY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR SUPPORTING MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE LICENSE FEES ACTUALLY PAID TO THE CONTRACTOR FOR THE RELEVANT SOFTWARE GIVING RISE TO THE LIABILITY, PRORATED OVER A FIVE (5) YEAR TERM FROM THE INSTALLATION DATE OF THE APPLICABLE LICENSE, OR IN THE CASE OF PROFESSIONAL SERVICES, THE AMOUNT OF FEES PAID FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY. THE CONTRACTOR'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO MAINTENANCE SERVICES SHALL BE LIMITED TO THE MAINTENANCE FEES ACTUALLY PAID TO THE CONTRACTOR FOR THE RELEVANT MAINTENANCE SERVICES GIVING RISE TO THE LIABILITY FOR THE MOST RECENT ANNUAL TERM. THE CITY

ACKNOWLEDGES THAT THE FEES FOR THE CONTRACTOR'S PRODUCTS AND SERVICES HAVE BEEN CALCULATED ON THE BASIS THAT THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY.

61. INTELLECTUAL PROPERTY INDEMNIFICATION

If someone makes a claim against the City or the Contractor that any information, design, specification, instruction, material, software or data (collectively "Material") furnished by the Contractor and used by the City infringes upon their intellectual property rights, the Contractor will indemnify the City if the City does the following:

- a. notifies the Contractor promptly in writing, not later than thirty (30) days after the City receives notice of the claim, or sooner if required by applicable law;
- b. gives the Contractor sole control of the defense and any settlement negotiations; and
- c. gives the Contractor all information, authority, and assistance the Contractor needs to defend against or settle the claim.

If the Contractor believes that any of the Material may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license for the applicable Material and refund any fees the City may have paid for it.

The Contractor will not indemnify the City if the City alters the Material outside the scope of use identified in the Contractor's user documentation or if the City uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material. The Contractor will not indemnify the City to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Contractor. The City will indemnify the Contractor to the extent that an infringement claim is based upon the combination of programs with any products or services not provided by the Contractor. This section provides the City's exclusive remedy for any intellectual property infringement claims or damages.

62. Hosting Services

a. FEES:

In consideration of the City's payment of the hosting fees specified in the INVESTMENT SUMMARY, USI will provide the Hosting Services as defined in and in accordance with the attached Hosting Service Level Agreement.

Hosting Services are provided for the specifically named hosted users as provided by the City. Any sharing of Hosting Login IDs by the City's personnel or other City representatives is strictly prohibited.

b. . VIRUS PROTECTION:

Both parties agree to take ALL reasonable measures to protect the Production System (see Section 1.1 of the attached Hosting Service Level Agreement) against viruses.

. c. OWNERSHIP:

All hardware, software, communications and other products located at the site of the Hosting Services are the sole property of the Contractor or its licensors, and the City shall gain no right, title, or interest in these products by virtue of this Contract other than the non-exclusive right to use granted herein.

.d. CITY DATA:

All data created or transmitted by the City and stored on the Contractor's servers as part of the Hosting Services ("City data") shall at all times be owned by the City.

Except as instructed by the City directly or through instructions provided to the servers through the City's use of the Contractor's SOFTWARE, the Contractor shall treat the City's Data as Confidential Information.

Upon request by the City made within thirty (30) days following the termination or cancellation of Hosting Services for any reason, the Contractor shall return all City Data to the City in the file format used by the Contractor.

The Contractor shall perform a regular (daily) backup of all City Data, but the Contractor shall in no event be liable to the City or any third party for loss, destruction or corruption of City Data other than the Contractor's costs for reloading the backup. The City agrees and acknowledges that the fees for the Contractor's Hosting Services have been calculated on the basis that the Contractor shall exclude liability as provided in this section.

.e. THIRD-PARTY PRODUCT LICENSES:

Upon request by the Contractor, the City shall submit to the Contractor proof of purchase/license for certain third-party products (e.g. Microsoft Office, Outlook, Visio, etc.) which were directly licensed by the City and on that basis credited to the City's use within the framework of the Hosting Services. The liability for Microsoft Office licenses is transferred from the Contractor to the City, and the City must be licensed for the number of Microsoft Office users set forth in the above-referenced INVESTMENT SUMMARY.

. f. **TERMINATION:**

Contractor reserves the right to terminate Hosting Services with sixty (60) days' written notice to the City for the City's failure to pay the Contractor's annual Maintenance fees for perpetual licenses of SOFTWARE owned by the City.

Termination of Hosting Services for any reason shall not extinguish or diminish the parties' obligation to maintain the confidentiality of information, technology and processes learned during the course of the Hosting Services.

. g. **DEFAULT:**

If the City fails to pay the hosting fees when due, then the Contractor may, upon ten (10) days' written notice, suspend or terminate all Hosting Services. Such suspension or termination shall NOT cancel any of the City's other obligations under this Contract.

In the event annual hosting fees are not paid in full, the Contractor may assess a late payment charge equivalent to one and a half percent (1.5%) per month of the unpaid balance, or the maximum amount permitted by law, whichever is less.

In the event of default in the payment of any of the hosting fees or said interest when due as herein provided, time being of the essence hereof, the Contractor may, without notice or demand, declare the sum of the unpaid hosting fees immediately due and payable.

Exhibit C
Supplemental Terms and Conditions (0400)

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 5:00 pm on October 2, 2014 either via fax at (512) 974-2388 or email at shawn.willett@austintexas.gov.

2. **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held on September 24, 2014 at 10:00 AM

Location: Austin Convention Center, Austin Suite
500 East Cesar Chavez
Austin, Texas 78701

Enter through the middle set of doors off Trinity Street, go up the escalators to the third floor. The Austin Suite is between meeting room 7 and 10. For directions to the Convention Center and/or to view a map of the facility, go to:

<http://www.austinconventioncenter.com/directions/floors.htm>

Call in Number for those unable to attend: (512) 404-4509
(Please note, there is a limit to the number of people the line can accommodate so please try and limit to one line calling in per company)

*This meeting is not mandatory however attendance is strongly suggested

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term beginning upon contract execution for the actual purchase and implementation of the system through final acceptance by the City of Austin. After this

initial term, the contract may be extended thereafter for up to five additional twelve month periods for maintenance and support, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **CODE INTEGRITY:** Proposers will warrant that their software does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door (including year 2000), that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming the City's software, any computers, networks, data or other electronically stored information, or computer programs or systems (collectively, "disabling procedures"). If the solution incorporates into the City's software programs or routines supplied by other Vendors, licensors or contractors, the Proposer shall obtain comparable warranties from such providers or shall take appropriate action to ensure that such programs or routines are free of disabling procedures. Notwithstanding any other limitations in this agreement, the Proposer agrees to notify the City immediately upon discovery of any disabling procedures that are or may be included in the software, and, if disabling procedures are discovered or reasonably suspected to be present in the software, the Proposer agrees to take action immediately, at its own expense, to identify and eradicate such disabling procedures and carry out any recovery necessary to remedy any impact of such disabling procedures.

6. **LOCATIONS:** The work required by this RFP will require the Vendor to perform work and/or visit the Austin Convention Center.

City expects that work related to this RFP will be performed remotely by Vendor and/or On-Site at the location specified above. All requirements gathering sessions, meetings, prototype sessions, demonstrations, and testing will be performed at City of Austin facilities.

If Vendor proposes to perform any work remotely that requires access to City network resources, Vendor shall complete City's remote access forms at least 30 days prior to remote access being required.

Contractor may also be required to participate in meetings via video conferencing throughout the contract term.

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	500 East Cesar Chavez Street

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing and executed by both the City and the Contractor. The parties agree that if, due to no fault of the City and within the total control of Contractor, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$1000 per business day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$1000 per business day for each business day of delay.

9. **RETAINAGE:** The City will withhold ten percent (10%) retainage of the software license fees for the City's initial software purchase as outlined in Exhibit G until acceptance of the software as defined in Exhibit H. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the software, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

10. **LIVING WAGES**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages Employee Certification included in the Solicitation**) for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

13. **ACCD Contractor or SubContractor Access Requirements:**

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at ACCD must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

1. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
2. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
3. Other than ACCD and in-house contractor employees, persons conducting business with ACC are **REQUIRED** to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez St. Persons conducting business with PEC are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
4. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
5. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
6. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
7. Any time exterior doors are locked, ACCD employees or in-house contractor employees should enter using their access device at any of the exterior card reader doors. Employees may have restrictions placed on exterior door access, depending on employee access level, time of day, etc. If any employee requires assistance entering a locked facility, contact Security Control Center via the outside intercoms or by phone.
8. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
9. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
10. Due to security and safety concerns, employees and others conducting business at ACC, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
11. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
12. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
13. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

14. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract for maintenance and support and hourly wages shall remain firm for the first twelve month option period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the

solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU34	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Group: Software Publishing	
Item: Software Publishing Base Date : 200906	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Maintenance Fees/Hourly rates	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Chad Paine

Business Systems Analyst

(512) 404-4098

¹ HIPAA Privacy Rule, Definitions, U.S. Department of Health and Human Services, National Institute of Health.

² U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy Rule, Definitions.

³ Special Publication 800-146, "Cloud Computing Synopsis and Recommendations" National Institute of Standards and Technology, May 2012.

⁴ U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy Rule, Definitions.

⁵ "2013 Cost of Data Breach Study: Global Analysis," Ponemon Institute, May 2013.

Exhibit D
Ungerboeck Response to Section 4.0 Technical Requirements

Section 4.0 Technical Requirements

Per Section 0500 of ACCD's request for proposal, below the city will find Ungerboeck Software's direct responses to each of the items listed within the Technical requirements section.

Requirement Description	Ungerboeck Response
Requirement 4.1: System should be managed with minimal City resources and/or support decentralized, role based administration.	Please refer to Recommended Project Staffing Requirements for Enterprise Projects on page 7 of this proposal.
Requirement 4.2: The system should maintain the integrity of data at all times including implementation of changes.	<p>Ungerboeck Software is a commercial off-the-shelf application that is highly configurable to ACCD's unique business needs and requirements. Furthermore, Ungerboeck anticipates that ACCD will be able to implement Ungerboeck without any customized software code to ACCD's Ungerboeck database. Subsequently, because ACCD's database will not require any customization, ACCD's upgrade patch from version to version will be a fairly seamless process.</p> <p>Also worth noting, Ungerboeck rarely makes changes to the Ungerboeck data model. Subsequently, for the many Ungerboeck customers whom have developed specialized reporting using Ungerboeck's various reporting utilities; their reports are rarely impacted by software upgrades.</p> <p>In regards to how upgrades/patches are communicated to customers; this is handled via email and via Ungerboeck's customer knowledgebase. Ungerboeck has a routine major software upgrade and monthly patch timeline. Major Software version upgrades generally occur every 6 months. Major Software version upgrades include broader more sophisticated system enhancements/new features. Monthly system patches include minor system enhancements and bug fixes. Lastly, for customers with critical bugs that need to be addressed, Ungerboeck will issue hotfixes on a case-by-case, customer-by-customer basis.</p>
Requirement 4.3: Configuration Management: Solution should be configuration oriented and include procedures/tools for ensuring the integrity of programs and configuration settings	Ungerboeck does not track configuration changes between production and test environments. With that said, Ungerboeck is developing an Ungerboeck configuration utility that will enable customers to publish their system master table configurations, system themes/window layouts, and specialty reports, to a central repository. Once complete, the "Ungerboeck Configurator" will enable configurations and reports to be crowd sourced from other venues and downloaded into a customer's unique Ungerboeck database.

Austin Convention Center Department

Requirement 4.4: The solution should be scalable for future growth.	Ungerboeck's largest customers have over 1,000 users and process over 5,000K transactions per day. Also worth noting, these databases contain over 2 terabytes of data. Ungerboeck points this out to provide further insight into the size of data the Ungerboeck database can process; albeit, ACCD will never grow to a fraction of this size and scale. These customers that process the amount of data specified above have 1) very different business models that are transaction heavy and 2) they have many more users and manage many more than just 1 or 2 venues.
Requirement 4.5: The Vendor should provide (and maintain, if Vendor hosted) a recovery test plan and recovery test procedures that result in a full recovery of the system and data following full and partial system failures.	The Ungerboeck Disaster Recovery Plan is available upon request. For a copy of Ungerboeck DRP, please contact Jack Wagner at Jack.Wagner@ungerboeck.com
Requirement 4.6: The proposed system should be capable of meeting service performance targets by modifying, adding capacity, increasing bandwidth, etc.	Please see response to requirement 4.4
Requirement 4.7: The proposed solution shall be capable of providing 99.9% uptime if the ACCD chooses to require it. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	Ungerboeck SLA provides a 99.95% uptime guarantee. For information on the Ungerboeck High Availability Virtual Private Cloud configuration, please refer to Appendix A of this proposal.
Requirement 4.8: The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Ungerboeck Software contains a fully integrated audit log that tracks what users have changed data from, what it was changed to, and when it was changed. A sample of the Ungerboeck audit log can be found in Appendix B.
Requirement 4.9: System access shall be able to be monitored regularly to thwart attempts at unauthorized access and to confirm that access control standards are effective.	Ungerboeck Software contains a window audit log that specifies which windows have been accessed and by whom. When used in conjunction with the Ungerboeck audit log, System Administrators can gather a fairly in-depth sense of user adoption of their Ungerboeck Software database.

Austin Convention Center Department

<p>Requirement 4.10: Solution shall be able to operate separately or interface/integrate with one or more systems.</p>	<p>Ungerboeck Software's in-house technical services staff specializes in custom systems integration's complementary system. In addition, using Ungerboeck's SDK, ACCD technical staff can develop their own system integration, if said integration is supported by the API's that come with a subscription to the Ungerboeck SDK. With that said, Ungerboeck has taken this opportunity to list the most common system's integrations we find in the convention center space, along with how (generally speaking) these systems integrations are implemented.</p> <ul style="list-style-type: none"> ■ General Ledger: In most convention venues that are not using Ungerboeck's full accounting suite (AR/AP/GL/Purchasing, Ungerboeck acts as a sub-ledger to either the city financials system (typically Oracle/SAP; Austin's uses AIMS, etc.) or a third party financial system used by the venue (Peachtree, MS GP, Quickbooks). In these instances, the venue will produce a GL export file for import into the other financial system. This process can be manual or automated. ■ Digital Signage: Ungerboeck can provide a special export file or web services. ■ Point of Sale: Occasionally, a venue will want all cash sales to be captured within their Ungerboeck database for consolidated event revenue reporting. In these instances, Ungerboeck will consume a CSV file containing daily cash sales that is imported against the event or Ungerboeck will consume a web service. ■ Personnel Scheduling: As personnel resources are tracked against an event in Ungerboeck, especially those for which a client is billed/invoiced for, Ungerboeck will provide an export file or web service for consumption by the personnel scheduling system. As actual hours worked are tracked in the personnel scheduling/time keeping system, Ungerboeck consumes the actual hours worked which can then be incorporated in the final invoice for the customer. ■ Ticketing: Venues that have ticketed events will often import CSV files or Ungerboeck will consume a web service from the ticketing system. This daily ticket sales data is then used for final event settlement reporting.
<p>Requirement 4.11: The system must conform to the City's Technical Reference Model and Standards. Refer to Appendix E.</p>	<p>Ungerboeck anticipates ACCD will be fully hosted by Ungerboeck. Subsequently, the only technical requirements the city will have is that all users have an internet connection. If ACCD is exploring an on premise installation, Ungerboeck can supply Ungerboeck Software's technical guidelines for on premise installations.</p>

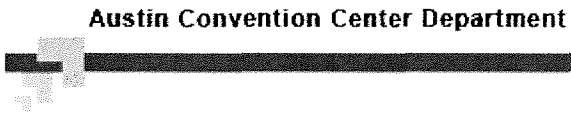
Austin Convention Center Department

<p>Requirement 4.12: The plan review process can be conducted while simultaneously running other business applications such as email, word processing, spreadsheet and permitting tools without system degradation or performance issues due to memory, CPU or video card capabilities.</p>	<p>Ungerboeck recommends PC workstations have at minimum, the following configuration:</p> <ul style="list-style-type: none"> ■ CPU: Intel i3 ■ Memory: 2GB allocated for Ungerboeck usage
<p>Requirement 4.13: The system shall provide the ability to maintain and enforce the City record retention policy.</p>	<p>Ungerboeck Software contains both Account/Contact and Event purge utilities. These utilities can only be run by system administrators.</p>
<p>Requirement 4.14: The solution shall provide the ability to organize and retrieve electronic files.</p>	<p>Ungerboeck Software contains a built in document management system. Ungerboeck's document management system is purpose-built for importing, creating and managing documents as they relate to customers (planners and exhibitors), events, event orders, and more. Ungerboeck Software supports the ability to track and manage any electronic file type with the only caveat being the user must have the application to open that file type.</p>
<p>Requirement 4.15: The system shall be compatible with non-touch and touch screen Windows, iOS, and Android operating systems.</p>	<p>Ungerboeck Software is a single database application. Its user interfaces are built for certain types of users and devices. For example, if any ACCD staff member is accessing Ungerboeck via their laptop/PC, they would access the database via IE, Chrome, Safari, and Firefox at http://ACCD.ungerboeck.com and they would be presented with the Ungerboeck user interface built for PC/Laptops. However, if that same user accessed http://ACCD.ungerboeck.com from their tablet or mobile device, they would be automatically redirected to http://ACCDmobile.ungerboeck.com and then presented with Ungerboeck's fully responsive HTML5 user interface. Regardless of which user interface the user is accessing, all data/workflows/business processes, etc. are stemming from the same Ungerboeck database – it's just using different technologies to present the information and add/edit information. In addition, the PC/desktop user interfaces have many similarities and share user setting so users don't have to learn different user interfaces and admins don't need to support various applications.</p> <p>NOTE: Over the next 6-24 months, Ungerboeck's fully responsive HTML5 user interface (currently the mobile user interface) will expand to eventually replace Ungerboeck's desktop/PC user interface.</p>
<p>Requirement 4.16: The system shall provide role-based security access to constrain features and functions based on business role.</p>	<p>Ungerboeck has a sophisticated role and user based access management system. Given the sophistication and varying levels of Ungerboeck's Access Management capabilities, Ungerboeck would like to suggest a live demo of Ungerboeck access management to cover all the areas that would pertain to ACCD.</p>

<p>Requirement 4.17: The system shall provide status and trending reports to analyze and facilitate workload management, performance measurement and resource allocation.</p>	<p>Ungerboeck Software contains five core reporting utilities:</p> <ol style="list-style-type: none"> 1) Ad hoc, On-Screen Reporting: Using the Ungerboeck Flex Grid, an immensely powerful usability feature and reporting capability within Ungerboeck Software that you just flat-out will not find in most web-based applications, technically speaking, nearly every window in Ungerboeck Software is an ad hoc report. The manner in which users use Ungerboeck Software, i.e. the way they look at information "on screen", is essentially an interactive "report," just one that's integrated into the use of the software itself—there is no need to stop what you're doing to "create a report." The way it works is that, anywhere the Ungerboeck Flex Grid is displayed, users can show and hide columns based on their unique needs. Then, once the data is displayed, users can group, count, sub-total and grand total data, right on screen. Users can even display row headings in different font styles and colors to get it looking how they want. Once the report has been set up by a user, it can easily be exported to Excel or .pdf or saved as one of their "views," so that every time the user returns to the window, they can easily "flip" between their on screen reports/views and at any time share that information with other users. The Ungerboeck Flex Grid is a critical element in your staff's ability to personalize Ungerboeck so that it's easy to use and makes them more productive. 2) Ungerboeck EZ Writer: Ungerboeck EZ Writer is a powerful reporting engine that enables your organization to take data from within your Ungerboeck database and merge it into a Word document, email or even dynamic web page templates. It is commonly used for generating customer contracts without having to re-key data, email templates that automatically merge in customer information and order details when delivered, and web pages that business partners and customers can access "on demand". The Ungerboeck EZ Writer enables Ungerboeck to be personalized to your organization without the need for custom software. 3) Crystal Reporting: Crystal Reports, included in your licensing fees, are primarily used for internal operational reporting like event agendas and "customer facing" reports like customer statements and invoices, and are easily accessible directly from within Ungerboeck Software, directly from the window from which the report would most frequently be generated. But what makes Ungerboeck unique is that all of Ungerboeck's Crystal standard reports can themselves be tailored to each customer's unique preferences, either in-house by
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	<p>staff with Crystal Reporting writing expertise, or by Ungerboeck Software, on behalf of your organization.</p> <p>4) Ungerboeck Spreadsheet: The Ungerboeck Spreadsheet is a flexible financial reporting tool used to generate consolidated and event profit and loss statements, company balance sheets, budgets and more. Users can easily personalize their financial reporting templates, run the applicable report, then from summary level executive exports, and drill back down into the details that make up any given line item.</p> <p>5) Dashboard Reporting: One of the greatest advantages to having all of your customer, event and financial data within a single database is your ability to create a single window with all the information you need – customer, event, financial and more – in one place. Whether it is graphical charts or lists of information, by using Dashboards, the entire organization can be united, with all users viewing the same real-time business intelligence at the same time. To further personalize their user experience, users can create their own Dashboards that contain information specific to their business needs and daily work activities.</p>
<p>Requirement 4.18: The system shall provide online, interactive help.</p>	<p>Ungerboeck Software contains a variety of tools for both system administrator and end user support. Specifically for end users, 1) system administrators or power users can configure the user interface of Ungerboeck with onscreen end user help text instructions, 2) each user of Ungerboeck Software has access to the Ungerboeck Knowledge Base which contains over 2,000 articles of end user help (an article is either a Word doc, written text, screen shots and/or videos), 3) Ungerboeck is allowing end users to attend weekly webinars that cover topics ranging from managing your accounts and contacts, tips and tricks to using Ungerboeck, and much more.</p>
<p>Requirement 4.19: The system shall provide the ability to monitor, track and log system uptime and transaction response times in order to provide information for SLA monitoring.</p>	<p>Ungerboeck's IT and Client Care teams, monitor system performance to ensure each customers database instance and window load times align with Ungerboeck's target response/performance times/goals.</p>

Exhibit E
Ungerboeck Response to Section 5.0 Functional Requirements



Section 5.0 Functional Requirements

Per Section 0500 of ACCD's request for proposal, below the city will find Ungerboeck Software's direct responses to each of the items listed within the Functional requirements section. For more information, please refer to the Features Matrix in Appendix H.

1.0 Cancel Event

Requirement Description

FS001: cancelEvent

When an Event Representative notifies the Sales Manager in writing (email) to cancel event, they must provide event name and date. No cancellation requests are accepted from third parties. Alternately, may choose to cancel an Event without involvement of the Event Representative. The Sales Manager uses the system to cancel the Event. The Sales Manager provides the system with event name, dates, reason for cancellation, who we lost the event to (if applicable). Possible reasons for cancellation (customizable list [enumeration] in the system): lost to another facility, event cancelled, event postponed due to budgetary reasons, and flights (typically airfare cost). Who we lost to (customizable list [enumeration] in the system of other facilities, customizable by system users) may include San Antonio, Fort Worth, etc.

Ungerboeck Response

Lost and cancelled business reporting is a critical aspect of executive reporting. Ungerboeck Software provides the ability for a Sales Manager (secured by access controls) to change the event to Cancelled or Lost. Upon making that change, the Sales Manager is prompted to provide a reason for the cancellation or loss, as well as to whom the business was lost by selecting from an enumerated list.

This allows management to be able to report on all Lost and/or Cancelled business opportunities and thus make strategic decisions to develop remedies for situations that can be addressed.

FS002: requestReleaseOfSpace

The Sales Manager uses the system to notify the Contract Administrator to release the space reserved for a previously entered Event.

All communication regarding an event, including notification to the Contract Administrator to release space, is handled through Activities within Ungerboeck. These activities can be generated by anyone and sent to anyone within the organization to provide information regarding an event. These notifications are attached to a specific event making communication transparent to everyone involved in the event. This also enables the ACCD team to review these notifications when the event returns in a future year.

The Contract Administrator, or any recipient of an activity, can be notified within the system or via email that they have received a notification.

Also, the system can be configured to automatically notify sales about a cancelled event so the next client on the wait list can be contacted.

Austin Convention Center Department

<p>FS003: createCancellationNotice</p> <p>The Sales Manager uses the system to generate a cancellation confirmation notification to the Event Representative. The notification is created from a template that includes the event name, dates, and contract ID. The Sales Manager may choose to attach a personalized custom correspondence (i.e., email, document, etc.).</p>	<p>Any correspondence to prospects, clients, or suppliers, including the Event Representative, can be sent from within Ungerboeck Software. Ungerboeck's robust document management system allows the Sales Manager to utilize pre-developed templates with information pre-populated through merging including information such as the event name, event dates, and the contract ID. These templates may be tailored on a one-up basis to personalize the correspondence. Once the email, including attachments, is sent via Ungerboeck, a copy of the correspondence is stored within the event and account folders. This allows ACCD to review past correspondence at any time.</p>
<p>FS004: reviewContractTerms</p> <p>The Contract Administrator uses the system to retrieve the Contract Terms and conditions and reviews with the Sales Manager. The Sales Manager determines the potential return of deposited funds and confers with Finance. If resale occurs, the Contract Administrator uses the system to create a trace reminder to return deposit on the date of the event.</p>	<p>Ungerboeck's Contract Management module provides ACCD full contract generation, tracking, and execution capabilities. Among those capabilities are the ability to retrieve a contract and review the Terms and Conditions. All contracts also contain the ability to track correspondence and documents related directly to the contract. The Sales Manager, Contract Administrator and Finance can all review the terms of the contract and then place instructions regarding the return of the deposit per the terms, onto the Contract record. These notifications can also be used to create a reminder to return the deposit on the date of the event.</p>
<p>FS005: createReminder</p> <p>The Sales Managers uses the system to create a reminder to have the Accounts Receivable review the event resale clause (contract terms) at the date of event.</p>	<p>Ungerboeck's reminder system, also known as Activities, allow ACCD to create individual reminders as described above, but also Activity Checklists can be created. Ungerboeck's best practice recommendation, based on the business process outline in this section, would be to create an Event Cancellation Activity Checklist. If an event is cancelled, rather than adding activities one by one, the appropriate checklist can be attached. This will generated all the appropriate activities, dated appropriately and delivered to the proper recipient.</p>
<p>FS006: issueReturn</p> <p>The Contract Administrator uses the system to request issue of return to Event Representative. Contract ID and amount are included to process return. The system sends a Notification to the Sales Director requesting approval of return. Request includes Contract ID and amount of return.</p>	<p>In addition to email templates, Ungerboeck Software's document management also enables the ACCD to have forms with merged information that can be used to communicate internal and external information including the Contract ID and the amount of the deposit to be returned.</p>

Austin Convention Center Department

<p>FS007: approveReturn</p> <p>The Sales Director uses the system to approve the return amount for the specified Contract ID. The system requests that Accounts Receivable issue a return to Event Representative. The contract ID, customer, amount, and address are required to complete a return.</p>	<p>In addition to email templates, Ungerboeck Software's document management also enables the ACCD to have forms with merged information that can be used to communicate internal and external information including the Contract ID and the amount of the deposit to be returned.</p>
<p>FS008: recordMoniesSent</p> <p>Accounts Receivable uses the system to record amount of monies returned to the Event Representative noting Contract ID.</p>	<p>Ungerboeck's best practice recommendation would be to utilize Ungerboeck's full financial suite of modules. In this case, a transaction can be entered to Ungerboeck Accounts Receivable and will automatically generate an Accounts Payable request for a payment to be made to the Event Representative. If the ACCD chooses to only implement Ungerboeck Accounts Receivable, a record will still be created to record the monies returned.</p>
<p>FS009: requestBill</p> <p>The Contract Administrator uses the system to request a bill for the Event Representative noting contract ID, amount due, and reason for bill. The system sends a Notification to Accounts Receivable with a request to create a bill containing Contract ID and amount due.</p>	<p>If the situation dictates that a customer who has cancelled an event, owes the ACCD additional monies over and above the deposit, Ungerboeck enables the Contract Administrator to either notify someone who can create a bill or alternatively allow the Contract Administrator to generate the information needed to be contained in the bill in the form of an order. Because all Ungerboeck billing transactions are tied to an event, the Contract ID and the amount due are automatically included in the bill.</p>
<p>FS010: createBill</p> <p>Accounts Receivable uses the system to create a bill for the Event Representative using the Contract ID, amount due, and reason for bill. The system sends the Event Representative a bill containing Contract ID, event name, amount due, due date, and reason for bill. The system allows the Contracts Administrator and Sales Manager to evaluate the status of the bill (unpaid, paid), collection notices, and other actions taken on bill.</p>	<p>When Accounts Receivable receives the request, they can generate the bill in 1- click using Ungerboeck's Quick Invoice feature. This invoice can be sent to the Event Representative via email or standard mail.</p> <p>Ungerboeck Accounts Receivable is a full featured Accounts Receivable module allowing those with the appropriate security to view statuses of bills, generate and follow up on collection notices, place accounts on hold and generate aging reports.</p>
<p>FS011: notifyAccountsReceivable</p> <p>The Contract Administrator uses the system to indicate the deposits for the cancelled event are retained. The system notifies Accounts Receivable of retained deposit.</p>	<p>Ungerboeck Activities allow the Contract Administrator to indicate that a deposit for a cancelled event should be retained and notifies Accounts Receivable.</p>

Austin Convention Center Department

<p>F5012: documentMoniesReceived</p> <p>Accounts Receivable uses the system to annotate monies received due to cancellation.</p>	<p>Ungerboeck Accounts Receivable allows the AR team to go beyond simply annotating monies having been received and allows AR to recognize the revenue and generate the proper journal entries associated with moving the monies from a deposit liability account to a designated earned revenue account. All of this is done through the application and without individuals being required to "code" the monies which can be time consuming and error prone in a system that does not have full financial capabilities.</p>
<h3>2.0 Create Event Invoice</h3>	
<p>Requirement Description</p> <p>F5013: enterClientCharges</p> <p>The Event Coordinator uses the system to enter equipment charges, labor charges, security charges, parking charges (when applicable), discounts, facility rentals, damages, and other miscellaneous charges. The Event Coordinator uses the system to indicate the Customer is ready to be billed.</p>	<p>Ungerboeck Response</p> <p>Ungerboeck's Order Processing and Invoicing tools allow an event coordinator to enter charges from a pre-defined list of available resources. The list of resources, also called a Price List, will automatically enter the proper charges for the customer based on quantity, time-frame of order, and specific customer. Entering the requested resource simultaneously can check available quantities of the resources available for the time being ordered and flag the EC if the resources are overcommitted.</p> <p>This entry of required resources automatically creates the information which is entered into the bill when it is ready to be created. This eliminates the need for re-keying information. The same information needed to order goods or services is the information that flows through to billing.</p> <p>The EC can indicate through changing the status that the customer is ready to be billed for the event.</p>
<p>F5014: requestCustomerInvoice</p> <p>The Work Order Reviewer uses the system to indicate elements of the Work Orders are complete. The system notifies Accounts Receivable that all elements for a Work Order are entered and it is time to create a customer invoice.</p>	<p>The same information that was entered by the EC flows through to generate work orders to each appropriate department. Once work is completed and items are delivered, a work order reviewer can mark the items as complete.</p> <p>To increase efficiency even more, the ACCD operations staff or 3rd party staff delivering the goods and services, can use the Ungerboeck Events & Operations mobile application in order to mark the items as complete right from the show floor or in the meeting rooms. This reduces the time to communicate with a reviewer AND shortens the time it takes to deliver an invoice to a client.</p>



<p>FS015: createInvoice</p> <p>Accounts Receivable reviews the Work Order items ensuring the client information (address, contact name, etc. are correct) and marks the terms of net 30 for payment due. The invoice includes a preformed address label/payment coupon to the Accounts Receivable. Accounts Receivable uses the system to enter the date the invoice is mailed, creates a PDF version of the invoice, and dispatches a copy of the invoice to the Event Coordinator. If the client only requires soft copy, the invoice is emailed to the client contact - otherwise a hard copy is mailed.</p>	<p>The Accounts Receivable department can review the completed work orders and review all relevant information to be included on the invoice. The terms applied to an invoice can default in from the organization level removing the need to update the terms unless there is a special exception and the default terms need to be changed.</p> <p>The format of the invoice, including a perforated address label and payment coupon, can be tailored to each ACCD's unique preferences, either in-house by staff with Crystal Reporting writing expertise, or by Ungerboeck Software, on behalf of your organization.</p> <p>Invoices are easily issued, with copies stored in Ungerboeck's document management, as well as copies to the Event Coordinator, through Ungerboeck's email capabilities or printed for hard copy delivery depending on the client's preferences.</p>
<p>FS016: createInvoiceChangeMemo</p> <p>The Event Coordinator determines adjustments (credits or debits) are necessary for the invoice. The Event Coordinator uses the system to document adjusted Work Order items indicating debit or credit amount, the justification for the change, the Contract ID for which this applies, and any supporting documentation.</p>	<p>On the occasion in which an adjustment needs to be made to an invoice, the Event Coordinator can enter the information required including the item(s) being adjusted, reason for adjustment, Contract ID, and adjustment amount, into the system. This information also seamlessly flows through to Accounts Receivable to request a credit or debit be issued. The Accounts Receivable department can issue the credit to one client with the Quick Invoice feature. This credit can either be issued as a credit for future use or can be applied against the original invoice and reduce the amount due to ACCD on the prior invoice. All of these adjustments are made in a financially responsible way leaving an auditable trail in the system in accordance with standard accounting principles.</p>
<p>3.0 Create Event Utility Packet</p>	
<p>Requirement Description</p> <p>FS017: requestEventPackets</p> <p>3-6 months prior to an Event, the system sends a Notification to the Utility Services Coordinator instructing them to create Event Packets for the Client and the Exhibitor, providing the contract ID, event name, space, notes from sales, etc. The system requests Utility Services Coordinator to verify auto-reassigned traces.</p>	<p>Ungerboeck Response</p> <p>Using Ungerboeck Software's built in activity management and event checklist engine, ACCD can configure event checklists that automatically distribute notifications to ACCD staff members. Checklists can be configured to assign tasks/notifications based on days out from an events start date and/or days after an events contract date.</p>

Austin Convention Center Department

<p>FS018: reviewCustomerAccount</p> <p>The Utility Services Coordinator uses the system to review type of event, dates, space, booking notes, and contract clauses for accuracy. The system allows the Utility Services Coordinator to make changes as necessary, recording who made the change, the date the change was made and by whom.</p>	<p>Directly from any given events add/edit events window, any ACCD staff member with access privileges can review type of event, dates, space, booking notes, and contract clauses and much more. When any change is made to an event, the Ungerboeck audit log will track who made a change, when the change was made, what the field was changed from and what it was changed to.</p>
<p>FS019: createClientAndExhibitorPackets</p> <p>The Utility Services Coordinator uses the System to create the Client and Exhibitor Packets based on templates. Event Packets include the following: (1) cover letter (client name, contract ID, event name, show dates, move in/out dates, discount rate deadlines, standard rate deadlines, floor rate applicable date, contact information for Austin Convention Center, name and contact information of utility services coordinator), (2) Table of contents, (3) List of all products and services unique to client and exhibitor (telephone, electrical, technology). To include standard pricing incentive and floor pricing, (4) Exhibitor booth diagram, (5) Order form, (6) Installation notice, (7) Wi-Fi guidelines, (8) Policies and procedures for electrical, (9) Service yard and entry rules, (10) Fire regulations, (11) Booth security services and procedures, (12) Booth security order form, (13) Catering menu - booth catering order form - guideline for sample food and beverage.</p>	<p>Ungerboeck Software includes a sophisticated MS Word template builder call Ungerboeck EZWriter. Using Ungerboeck EZWriter, ACCD will be able to generate its unique Client and Exhibitor Packets that automatically merge in the customer, event and order data specified in requirement FS019. Please note, Ungerboeck Software's professional services staff may be required to generate this specialty word merge report. Also note, this will not require customization to ACCD's Ungerboeck database, only development of specialty reports.</p>
<p>FS020: generateIntroductionLetter</p> <p>The Utility Services Coordinator uses the system to draft an Introduction Letter from an introduction template. The letter welcomes the client to the Austin Convention Center or Palmer Event Center (note: the system provides a mechanism for different templates allowing alternate letters based on situation). The letter lists the Utility Services Coordinator's name, the event name and dates, deadline information, details relative to event (person referred, first event, if repeat event letter contains information on previous event services), and link to online ordering. Attached to the Introduction Letter are previous invoices for past events, Client and Exhibitor Packets.</p>	<p>Using Ungerboeck's EZWriter, ACCD will be able to generate introduction letters that merge in unique customer and event information. This does include the ability to have multiple type of introduction letters. Also note, this will not require customization to ACCD's Ungerboeck database, only development of specialty reports.</p>

Austin Convention Center Department

<p>FS021: deliverEventPackets</p> <p>The system sends the Introduction Letter, Event Packet, and Attachments to the Event Representative via email.</p>	<p>Ungerboeck's email engine supports the ability to send and attach documents stored both from within and external to ACCD's Ungerboeck database.</p>
<p>FS022: enableOnlineOrdering</p> <p>The Utility Services Coordinator uses the system to enable online ordering for the Event. Online ordering allows Clients and Exhibitors the ability to choose from a reduced list of services via a web order form and process credit card payment for that order.</p>	<p>Ungerboeck's online exhibitor ordering portal supports the ability for exhibiting customers to order booth services and process payment via ACCD's website. This online exhibitor ordering shopping cart includes the ability to designate when products can be purchased based on certain days out from an event, supports the ability to "suggest" other items based on when one item was ordered, volume pricing and much more. In a future release (coming Q1 2015), Ungerboeck's online Exhibitor ordering portal will be full responsive (desktop, tablet, mobile friendly) thus providing exhibitors the ability to easily order products and services from the tablet and mobile devices while on the show floor.</p>
<p>FS023: createOrder</p> <p>The Event Representative uses the online order feature of the system to create their event services order or return packet with requested requirements. If using the online order, the Event Representative picks the Event Name. The Event Representative enters their name, company name, address, booth number, telephone numbers, email address, services they wish to order, and attaches a scanned booth diagram with annotations. If the Event Representative returns the Packet the Utility Services Coordinator uses the system to create the order and enters the Event Representative name, company name, address, booth number, telephone numbers, email address, services they wish to order, and attaches a scanned booth diagram with annotations.</p>	<p>From what Ungerboeck is able to glean, the "Event Representative" in this use case is the Exhibitor, and not the meeting planner organizer of the event. Ungerboeck wanted to be clear on this point because these are two very different types of customers of ACCD's (i.e. the Exhibitor Event Representative and the Utility Service Coordinator). Speaking to the Exhibitor Event Representative, Ungerboeck's online Exhibitor Portal will support their ability to order services and upload documents via an online web portal. In addition, because Ungerboeck's online exhibitor portal is fully integrated with the rest of Ungerboeck Software, ACCD's Utility Service Coordinator will not need to re-key the services ordered and/or documents uploaded from one system to the next.</p> <p>In regards to the "meeting planner Event Representative," Ungerboeck has been working with existing convention center clients on the design of a meeting planner collaboration portal that will enable ACCD's meeting planner customers to view the timeline of their events, space booked, room setups, and more, all via a web portal. However, this "Event Collaboration" portal is still in the design and planning phase.</p>

<p>FS024: sendNotificationOfPaymentReady</p> <p>The system sends the Event Representative an email notification informing them their order is ready for payment. The email includes a copy of the order, total, and a link to a payment gateway.</p>	<p>From what Ungerboeck is able to glean, the "Event Representative" in this case is the Exhibitor Event Representative. In this instance, when an Exhibitor places and order online via the Ungerboeck Exhibitor Portal, each time an order is placed, the Exhibitor will receive an automated email notification that their transaction has been completed.</p> <p>In addition, Ungerboeck did notice that ACCD's called to attention that in the current workflow, the Exhibitor will receive an email with a link to pay for their order. In Ungerboeck, industry best practice would be to only permit exhibitors to pay for their booth order via credit card or ACH, before the transactions is submitted via the Exhibitor Portal. However, if ACCD would like to implement an alternative process/workflow whereby the Exhibitor 1) submits their order via the Exhibitor Portal, 2) the order is received via the Utility Services Coordinator, 3) the Utility Services Coordinator then sends an email template that merges in customer information and a link to access the Ungerboeck online payment portal; Ungerboeck can support this alternative process/workflow.</p>
<p>FS025: updateRequirements</p> <p>The Utility Services Coordinator uses the system to update event requirements. Event requirements include catering, maintenance, audio visual, decorating, and information technology as needed. Under some circumstances, the Utility Services Coordinator uses the system to update the requirements based on an Estimate. If no changes are required Utility Services Coordinator uses the system to update Estimate as approved.</p>	<p>In Ungerboeck, each event will contain "service order" items needed for each respective event e.g. catering, maintenance, audio visual, decorating, and information technology, etc. Each item will also contain its respective charges (and costs to ACCD). With appropriate access privileges, ACCD's Utility Services Coordinators will be able to access and add/edit any services associated with an event thereby 1) revising event services required to reflect actual customers' needs, 2) automatically updating work orders needed for service delivery and 3) automatically updating any respective accounts receivables (billing/invoices, payment plan/deposits, etc.).</p> <p>In this requirement, ACCD also notes that under some circumstances, the Utility Services Coordinator uses the system to update the requirements based on an Estimate. Bear in mind, in Ungerboeck, the "estimate" which is produced by sales and/or event coordinators uses the "service orders" (same tools/features and their items/pricing that utility service coordinators are using). Therefore, instances where an estimate is different from requirements should not be possible.</p>

Austin Convention Center Department



<p>F5026: createEstimate</p> <p>The Utilities Service Coordinator uses the system to create an estimate based on the Event Order. The estimate contains all details procured from internal and external operations experts (Consultant), all needed utility services (electrical, technical, water, and telephone), pricing schedules, the amount due, and lines for signatures. The system sends an email notification to the Event Representative. The estimate is attached to the email. Email requests approval of estimate.</p>	<p>Naturally, Ungerboeck Software will support the ability to track all details procured from internal and external operations experts (Consultant), all needed utility services (electrical, technical, water, telephone), pricing schedules, the amount due, and lines for signatures. Using Ungerboeck's email engine in conjunction with Ungerboeck's email templates and reporting features, ACCD will also be able to easily generate an email template that will contain ACCD's branding, language and information needed to distribute to the Event Representative.</p>
<p>F5027: generatePrePlan</p> <p>The Utilities Service Coordinator uses the system to create a utility Pre-Plan based on the Event Order seven days prior to the Event. The Pre-Plan contains the following: (1) All details procured from event representative and internal AND external operations experts, (2) All needed utility services (electrical, technical, water, telephone), (3) Move in dates, (4) Move out dates, (5) Diagrams, (6) Event name, (7) Show dates, (8) All client information, (9) Utility coordinator and schedule for utility coordinators, service desk, (10) Exhibitors with booth numbers, requirements, and diagram, (11) Labels, and (12) Locations of services.</p>	<p>The data specified within this requirement includes data that is all <i>generally</i> stored within the Ungerboeck database. And because this data is all stored within the Ungerboeck database, it's certainly possible that Ungerboeck and/or ACCD technical staff create a specialty "Pre-Plan report" that can be generated at any time, and when executed, the Pre Plan report extracts information from the various sources they are stored in ACCD's Ungerboeck database, and generates a single report with all Pre Plan data. The development an ACCD specific Pre Plan report will not require "customization" to ACCD's Ungerboeck database, only development of specialty reports.</p> <p>Also worth noting, most Ungerboeck customers will have weekly Pre Plan meetings whereby the Ungerboeck database is pulled up on a projector. The teams will review all event planning information by navigating through the Ungerboeck database. Then, when event information is needed when on the show floor, the data is access from their tablet and/or mobile devices.</p>
<h3>4.0 Create Event Work Order</h3>	
<p>Requirement Description</p> <p>F5028: retrieveBookingInformation</p> <p>Event Coordinator uses the system to open the client account and examines the Booking Information to determine the needs for the day, analyze everything about account that Sales has provided. The Event Coordinator takes planning information from the Client and inputs the information into the system using convention center standards and conventions.</p>	<p>Ungerboeck Response</p> <p>Within Ungerboeck the Sales team and Event Coordinators will be working from a centralized solution that allows the coordinators access to all of the account and event notes and details. Some of those event and account details can include central document repository for all electronic files such as emails, contracts, proposals, etc. It also includes activities which are used as notes, reminders, and/or checklists for the account or event. Ungerboeck also includes functions which act as an agenda builder for the event as well as a central location to place all of the orders for the event.</p>

<p>FS029: updateEventItem</p> <p>The Event Coordinator, Crew Lead, Security Coordinator and Event Supervisor use the system to make changes to the Event Work Order(s) associated with a Contract ID. [Note: An event Work Order for the contracted space and separate Work Orders for each day of the event with associated event items for all the services required.] Updates include booking information (including free-flow of information that the system does not allow by predefined value list), Planning Documents, security information, crew information, or any of the free form text items added manually to the Event Work Order. The system allows for the creation of Template Profiles - groups of events used for future Work Orders. The Event Coordinator, Crew Lead, Security Coordinator and Event Supervisor use the system to create Timelines by adding a new Event Line. This could be one of many items to include event name, time and location (unlock doors at 6 AM, general session 10 AM, etc.) function space, dock space, security details, timing for setup and tear down by both internal employees and vendor, move-in/move-out days/times, registration, book signings, breakfast/lunch/dinner food functions, plated versus buffet meals, breakouts and meetings, bag stuffing, trade show open, client staff show offices, computer labs, poster sessions, food and beverage, room changeovers, room refresh. Each are outlined as part of the Timeline. The timeline may include meeting room schedule details (location, start date/time, end Date/time, meeting title, speaker name, private or public), added by the Event Coordinator or the event Representative via a Web portal. Timeline results populate digital signs.</p>	<p>Ungerboeck provides a central location to access and edit all of the booking information, planning documents, notes and detailed agenda which can include set up, tear down, registration and any other details that you create for the agenda for the event. Based off of the agenda that is built, orders can be placed detailing what items are needed in what space and at what time. Work orders are automatically created when these service orders are created. All of these account details can be created on an event by event basis or can be created based off of an event profile (template).</p> <p>Ungerboeck also provides a central location for the Event Coordinator, Crew Lead, Security Coordinator, and Event Supervisor to review all orders. They have the ability to view them based on a specific date range, event, account, or even specific resource. All notes, quantities, location, and expected delivery time are included on this screen.</p>
<p>FS030: requestSupervisorApproval</p> <p>Using the system, the Event Coordinator indicates the Event Work Order is ready for the Event Supervisor to approve the invoice items. The system notifies the Supervisor (email, text or creates an activity for the supervisor) that input is required.</p>	<p>Ungerboeck service orders allow the Event Coordinator to mark the service order as "closed". The Supervisor is then able to review on screen in real time which service orders have been closed and can be invoiced.</p>

Austin Convention Center Department

<p>FS031: resolveWorkOrderCharges</p> <p>If the supervisor has issues with the charges listed on the Event work Order, they contact the Event Coordinator and request they review the portions in question. The system sends a notification to the Event Coordinator (email, text, activity scheduled) indicating the work order is not yet ready for invoicing.</p>	<p>Ungerboeck's activity tracking system allows the Supervisor to document the issue that they have with the order. This activity will then appear in real time to the Event Coordinator's open activity listing.</p>
<p>FS032: approveEventWorkOrder</p> <p>The Event Supervisor signs off on the event Work Order, indicating the Contract ID is ready to be invoiced. The system sends notification to the Accounting Department notifying of the completion of the Event Work Order creation.</p>	<p>Ungerboeck allows the Event Supervisor to change the order status to complete. Once complete, the accounting department will have immediate access to the updated event order data.</p> <p>It is worth noting that along with the ability to change the status to complete Ungerboeck also allows the Supervisor to update the number of items delivered. When invoicing clients the invoiced amount will be based on the actual items delivered rather than just the ordered amount.</p>
<p>FS033: createChargeList</p> <p>The Event Coordinator uses the system to construct a Charge List used in Create Even Invoice. The Charge List is based on the Pre-Plan and indicates the charges assigned to the specific event and at what cost.</p>	<p>Ungerboeck centralizes all charges affiliated with the event. You have the ability to select specific price lists, edit charges and or rates, as well as place orders for the event. All charges for the event are automatically available to the accounting department without the need to rekey any information. All financial information is audit ready.</p>

Exhibit F
Ungerboeck Hosting Service Level Agreement



Ungerboeck Hosting Service Level Agreement

Ungerboeck Systems International shall perform in accordance with this Service Level Agreement ("SLA") for system availability for customers subscribed to USI Hosting Services. This SLA shall only apply to systems identified as a Production System by the Customer and acknowledged as such by USI.

1. DEFINITIONS

- 1.1. "Production System" refers to the USI hosted instance of Ungerboeck software that YOU have licensed from USI and identified by the receipt of a URL provided from USI that uniquely identifies the instance. The Production System does not include hosted systems established for trial, beta testing, or training.
- 1.2. "Users" refers to individuals who are authorized by You and have valid license and credentials to use the Production System. Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.
- 1.3. "We," "Us", "Our", "USI" Refers to Ungerboeck Systems International
- 1.4. "You" or "Your" means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Production System.

2. HOSTING SERVICES

2.1. The Hosting Services shall include the following:

- a) High-speed internet access; server computers for web, communications, database, and program operations; Operating System; database software (MS SQL Server Standard); Terminal Services; all configured to operate the Production System at professionally high levels of performance and reliability.
- b) Protection from service disruptions such as power failures, equipment malfunctions, and disasters of man and nature, using commercially reasonable practices.
- c) 256-bit SSL Encryption with a 2048-bit RSA key providing verification of site authenticity and protection from interception and hacking.
- d) Ongoing hardware and software maintenance during planned downtime.
- e) Daily data backup. Once per week, the backup data will be moved to off-site storage. Backup media are recycled monthly.
- f) Loading of software modifications and enhancements.

- g) Standard telephone support during the hours of 6:00 am to 6:00 pm US Central Standard Time (CST) Monday through Friday except on holidays observed by USI.
- h) Emergency assistance for the Hosting Service via toll-free international telephone service available 24 hours per day, 7 days per week.

E-MAIL:

Americas - helpdesk@ungerboeck.com
Europe - helpdesk-emea@ungerboeck.com
Middle East - helpdesk-emea@ungerboeck.com
Australasia - helpdesk-asiapac@ungerboeck.com

TELEPHONE:

North America: +1 800 400 4052
Europe: +49 721 355 010 or 00 800 0874 4357.
Australia: +1 800 80 80 53
Middle East: +49 721 355 010
Asia-Pacific: 800 4357 3267
Australia: +1 800 80 80 53
Hong Kong: 9034 6620
China (North): 10800 852 1795
China (South): 10800 152 1795
Malaysia: 1 800 81 4900
Singapore: 800 8523 745
Thailand: +800 852 3781

2.2 The Hosting Service does not include the maintenance and support of Ungerboeck Software. Maintenance and support of the software is provided pursuant to, and governed by, a separate USI Software Maintenance Agreement.

3. OUR RESPONSIBILITIES.

- 3.1. USI's Hosting Services are provided by an international third-party provider utilizing industry best practices. USI's current provider is Amazon Web Services ("AWS"). AWS provides 99.95% availability for its service.
- 3.2. We shall: (i) use commercially reasonable efforts to make the Production System available 24 hours a day, 7 days a week during the course of the service term, except for: (a) planned downtime for system maintenance and backup services, or (b) any circumstances beyond Our reasonable control, including



USI Hosting Service Level Agreement (cont.)

without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, or acts of terror, failure of third-party software, failure of network access to the Cloud Datacentre, unless such failure is caused solely by USI, Domain Name Services ("DNS") issues outside the direct control of USI. Your acts or omissions (or acts or omissions of others engaged or authorized by You) including, without limitation, custom scripting or development, changes in configuration, any negligence, willful misconduct, or use of the Hosting Services in breach of the Hosting Agreement or this SLA, or outages outside the Production System that hinder access to Your environment; (ii) provide to You basic support as described in Section 2; and (iii) provide access to the Production System only in accordance with applicable laws and government regulations.

- 3.3. In addition, We shall provide 24x7 monitoring of the Production Systems using industry accepted practices that alerts Our support staff to system performance and resource utilization patterns. Upon request, We will notify You of any system outages and/or severe system performance degradations affecting the Production System that are directly attributed to the USI hosting service and exceed ½ hour in duration. Notifications for incidents of ½ hour or less will be provided if requested on a per incident basis. Notifications will not be provided for outages associated with planned downtime. Requests for outage notification should be directed to Ungerboeck Customer Care.

4. YOUR RESPONSIBILITIES

- 4.1. You shall (i) be responsible for Users' compliance with USI License Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosting Services, and notify Us promptly of any such unauthorized access or use, (iv) use the Hosting Services only in accordance applicable laws and government regulations, and (v) use equipment meeting the specifications contained in the USI Technology Guidelines: <https://supportcenter.ungerboeck.com/entries/46410846-Ungerboeck-19-70-20-70-Technology-Guidelines>.

USI's ability to provide the Hosting Services to You is dependent on Your compliance with this section.

- 4.2. You shall not (a) make the Hosting Services available to anyone other than Users, (b) sell, resell, rent or lease the Hosting Services, (c) use the Hosting Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Hosting Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Hosting Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Hosting Services or their related systems or networks.

- 4.3 We shall provide assistance to You in determining the root cause of any reported Hosting Services issues, provided that Your equipment complies with USI's Technology Guidelines (see Section 4.1 above), that you designate qualified personnel to work with USI in providing such assistance, and that You and the user experiencing the issue use your best efforts to provide all information and reasonably required to make such determination.

- 4.4 Further, you shall not:

- (i) Permit any third party to access the Hosting Services except as permitted by these Terms or in an Order Form;
- (ii) Create derivative works based on the Hosting Services except as authorized by these Terms;
- (iii) Copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on your own intranets or otherwise for your own internal business purposes;
- (iv) Reverse engineer the Hosting Services; or
- (v) Access or allow a third party to access the Hosting Services in order to:
 - (a) Build a competitive product or service, or
 - (b) Copy any features, functions or graphics of the Hosting Services.

Exhibit G
Ungerboeck Offer
 aka "Investment Summary" or "BAFO"



Ungerboeck Software License
 The City of Austin

Created On: 02/11/15

Number of Concurrent Users: See BAFO Price Sheet		Investment Number: DU8754
		All Pricing In: USD
		Valid To: 8/30/2015
Ungerboeck Software Modules	Selected	License Fee
Purpose Built CRM, Sales & Marketing		
Customer Relationship Management (CRM)	✓	
Exhibitor Sales & Records		
Contract Administration	✓	
Membership		
Facility Booking	✓	
Event Management & Operations		
Event Management & Coordination	✓	
Exhibitions Floorplans		
Personnel Management		
Catering		
Facility Management		
Inventory Management	✓	
Web & eCommerce		
iEBMS Web Services	✓	
Online Event Registration		
Onsite Registration Check In		
Conference Housing Registration		
Exhibitor Service Center	✓	
Accounting & Analysis		
Purchasing		
Accounts Payable	✓	
Fixed Assets		
Accounts Receivable	✓	
Cash Book		
General Accounting & Analysis	✓	
Reporting & Administration		
Query & Reporting	✓	
Dashboards	✓	
System Manager & Personalization	✓	
Total License Fees		See BAFO Price Sheet
Annually Licensed Modules		
Ungerboeck Mobile Bundle	✓	
Ungerboeck Mobile Events & Operations		
Ungerboeck Mobile Sales		
Ungerboeck Mobile for Sales & Booking		
Software Developers Kit		
Total Annually Licensed Software Modules		See BAFO Price Sheet
Ungerboeck Hosting Services		
Ungerboeck Hosting Services	✓	
Database Replications Services	✓	
Total Annual Hosting Services		See BAFO Price Sheet
Support Upgrades		
Help Desk Support		
Premium Support	✓	
Total Annual Support		See BAFO Price Sheet

Ungerboeck Software License
The City of Austin

Created On:

02/11/15

Investment Number:

DU8754

Number of Concurrent Users: See BAFO Price Sheet

All Pricing In:

USD

Valid To:

8/30/2015

Software Licensing & Maintenance*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Software Licensing							
- 50 Concurrent Users (Includes 20% Volume Discount)	\$ 177,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,848
- 75 Concurrent Users (Includes 22.5% Volume Discount)	\$ 237,793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,793
- 100 Concurrent Users (Includes 30% Volume Discount)	\$ 272,195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,195
Annual Maintenance							
- 50 Concurrent Users	\$ 33,347	\$ 34,347	\$ 35,378	\$ 36,439	\$ 37,532	\$ 38,658	\$ 215,702
- 75 Concurrent Users	\$ 46,025	\$ 47,406	\$ 48,828	\$ 50,293	\$ 51,802	\$ 53,356	\$ 297,709
- 100 Concurrent Users	\$ 58,328	\$ 60,078	\$ 61,880	\$ 63,737	\$ 65,649	\$ 67,618	\$ 377,289
Total Software Licensing & Maintenance at 50 Concurrent Users	\$ 211,195	\$ 34,347	\$ 35,378	\$ 36,439	\$ 37,532	\$ 38,658	\$ 393,550
Total Software Licensing & Maintenance at 75 Concurrent Users	\$ 283,818	\$ 47,406	\$ 48,828	\$ 50,293	\$ 51,802	\$ 53,356	\$ 535,502
Total Software Licensing & Maintenance at 100 Concurrent Users	\$ 330,523	\$ 60,078	\$ 61,880	\$ 63,737	\$ 65,649	\$ 67,618	\$ 649,484

Mobile & Support Upgrades	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Ungerboeck Mobile Bundle							
- 75 Named Users	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 8,750	\$ 43,750
- 100 Named Users	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
- 150 Named Users	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 12,750	\$ 63,750
- 200 Named Users	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 75,000
Support Plan Upgrade							
Premium Support Plan	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500		\$ 47,500
Total Mobile & Support Upgrades at 75 Named Mobile Users	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 18,250	\$ 109,500
Total Mobile & Support Upgrades at 100 Named Mobile Users	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 117,000
Total Mobile & Support Upgrades at 150 Named Mobile Users	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 22,250	\$ 133,500
Total Mobile & Support Upgrades at 200 Named Mobile Users	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 147,000

Database Hosting Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Name User Amount							
- 75 Named Users	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 27,900	\$ 167,400
- 100 Named Users	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 201,600
- 150 Named Users	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800	\$ 280,800
- 200 Named Users	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 316,800
Hosting Upgrades							
Database Replication to On premise Server	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 36,000
Total Database Hosting Services at 75 Named Users	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 33,900	\$ 203,400
Total Database Hosting Services at 100 Named Users	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 39,600	\$ 237,600
Total Database Hosting Services at 150 Named Users	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 52,800	\$ 316,800
Total Database Hosting Services at 200 Named Users	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 58,800	\$ 352,800

Estimated Implementation Services**	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
Project management & oversight							
Weekly status & task reviews	\$ 2,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,450
Project management & system acceptance documentation	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Pre & Post deployment business and technical consulting							
Initial business process review	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Current vs. proposed workflow development, documentation & acceptance	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
Base system configuration, users, roles, themes, access management, etc.	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Project team system configuration training & support	\$ 11,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,900
Custom system documentation	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Post go-live system refinement & support	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Specialty reporting development	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Website design & integration	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Miscellaneous system deployment consulting	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Data migration							
Source system data/purpose assessment & extraction	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Target system mapping & documentation	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Source to target system software development	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Data migration testing	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100
Final cutover support	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600
Integrations							
Custom URL web service integration	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800
End user training (not train the trainer)							
Sales, marketing booking and contracting	\$ 8,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
Event planning/coordinators	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Exhibit services	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,300
Event consultants & sub-contractors	\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500
Facility operations, security, cleaning, setup crew	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
Finance & administration	\$ 14,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,700
Miscellaneous services budget	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Total Estimated Implementation Services	\$ 159,550	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 259,550

License, Maintenance, Mobile, Support, Hosting & Implementation Totals	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	6 Year TCO
TCO at 50 Concurrent User License & 75 Mobile & Hosted Named Users	\$ 422,895	\$ 106,497	\$ 107,528	\$ 108,589	\$ 109,682	\$ 110,808	\$ 855,192
TCO at 50 Concurrent User License & 100 Mobile & Hosted Named Users	\$ 429,845	\$ 113,447	\$ 114,478	\$ 115,539	\$ 116,632	\$ 117,758	\$ 869,942
TCO at 75 Concurrent User License & 150 Mobile & Hosted Named Users	\$ 518,418	\$ 142,456	\$ 143,878	\$ 145,343	\$ 146,852	\$ 148,406	\$ 1,096,946
TCO at 100 Concurrent User License & 200 Mobile & Hosted Named Users	\$ 573,373	\$ 163,378	\$ 165,180	\$ 167,037	\$ 168,949	\$ 170,918	\$ 1,237,916

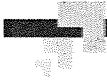
* The License & Maintenance amounts assume the City of Austin is Licensing all Software Modules selected in Ungerboeck Software License sheet DU8754.

** The Estimated Implementation amounts quoted above are time and materials estimates based on Ungerboeck's review of the City of Austin's request for proposal specifications and Ungerboeck's experience in working with similar convention venues. More precise implementation services budget would be developed in Phase 0 - Process Discovery & Project Charter Development (please see page 43 of Ungerboeck response to the City of Austin's RFP).

Exhibit H
Payment Schedule

Payment Schedule

- I. Software License fees: USI will invoice the City of Austin for 100% of software license fees for 50 concurrent users in the amount of \$ 177,848 and Mobile license fees of \$8,750 upon software delivery as evidenced by connectivity of the City's Ungerboeck database within Ungerboeck's hosting environment. USI shall issue login ID's for sufficient City personnel to access the hosted Ungerboeck database and accept software delivery per acceptance criteria to be mutually defined during the initial Project Discovery.
- II. Services Fees:
 - a. Upon software installation, software demo and written acceptance by the City of Austin, USI will invoice the City for a \$30,000 Prepaid Service Pack to support Project Plan development activities, which shall include:
 - i. Detailed discovery of the City's key requirements;
 - ii. Creation of detailed Project Plan, project timelines, staffing plan, and detailed project estimates.
 - b. The detailed Project Plan (in a.ii. above) shall set forth the detailed project timeline and project phases. The City will be invoiced for Prepaid Service Packs in the amounts necessary to fund each project phase.
- III. Maintenance Fees: USI will invoice the City for first-year annual Maintenance fees of \$33,347 90 days after contract execution.
- IV. Hosting Fees: USI will invoice the City for first-year annual Hosting fees of \$27,900 30 days after contract execution.



Technology Guidelines v19.70 & v20.70

Table of Contents

- Page 2 – Technology Guidelines Overview**
 - Ungerboeck Software v19.70
 - Ungerboeck Software v20.70
- Page 2 – Ungerboeck Software v19.70 Technology Guidelines**
 - Ungerboeck v19.70 Client/Server Architecture
 - Ungerboeck v19.70 Remote Server Architecture
 - Application Server
- Page 5 – Ungerboeck Software v19.70 Web Architecture**
 - Ungerboeck v19.70 iEBMS Application
 - Ungerboeck Web Add-Ins with v19.70
- Page 6 – Ungerboeck Software v20.70 Technology Guidelines**
 - Ungerboeck v20.70 Server Architecture
 - Ungerboeck v20.70 Client Architecture

Ungerboeck Software is designed for maximum flexibility and scalability, and is designed to run on the following operating systems:

Desktop Operating Systems

- Windows Vista
- Windows 7
- Windows 8

Web Server Operating Systems

- Windows Server 2008
- Windows Server 2008 R2
- Windows Server 2012

SQL Server (Database)

- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server 2012

Oracle Server (Database) **** note that Oracle can be used for 19.70 only, and not 20.70**

- Oracle 11 (all versions)

Ungerboeck Software may be deployed for a wide spectrum of user communities ranging from 1 to 2,000 users operating on local area networks, virtual connections, or over the Internet.



Technology Guidelines Overview

Ungerboeck Software v19.70

Hardware Guidelines

Hardware considerations depend heavily on the number of concurrent users on the network, volume and variety of each user's workload, number of total users on the system, capital funding levels, your organization's equipment portfolio, and its procurement policies.

Ungerboeck Software v20.70

In v20.70, there are still components using the v19.70 BackOffice architecture. Ungerboeck continues to re-write the software to an eventual fully web-enabled version.

Architecture Summary

Ungerboeck software v20.70 utilizes web based architecture that consists of three primary components: the client-side Web Browser, the Web Server, and a Database Server. The Web Browser provides the presentation interface and is part of the Client Side Architecture. The Client Side Architecture consists of the hardware and applications running on the users' desktop PC or mobile computing platform. The Web Server and Database Server are shared systems providing the core functionality of the software and are part of the Server Side Architecture. The Server Side Architecture systems consist of various hardware and software components and are typically managed within a secure datacenter.

Hardware Guidelines

The following hardware/software guidelines were established based on measurement and observation of system performance when using Ungerboeck software to perform a suite of typical usage scenarios. The recommendations supplied should provide for a highly responsive and productive client experience. The guidelines assume that the primary function of the hardware/software recommended is for supporting Ungerboeck systems. A number of site specific factors may also impact system performance and must also be considered to ensure proper hardware sizing. These factors include resource contention with non Ungerboeck software, peak concurrent use levels, and actual usage patterns. Please contact support@ungerboeck.com if you need assistance in determining hardware/software specifics for your location.

Microsoft Silverlight 5

Microsoft Silverlight is a development platform for creating interactive applications. Since Ungerboeck Software has been written using Microsoft's Silverlight technology, the Silverlight runtime is required to be installed on each machine using v20. Ungerboeck Software will automatically prompt the user to install Silverlight during the initial login to v20 if Silverlight has not already been installed. Please note v20 versions prior to 20.5 required earlier versions of Silverlight runtime. You may use the link below to gain access to the newest utility.

Browse to the following URL to install Microsoft's Silverlight 5
<http://www.microsoft.com/getsilverlight/Get-Started/Install/Default.aspx>

Ungerboeck Software v19.70 Technology Guidelines

Ungerboeck v19.70 Client/Server Architecture

The client/server environment consists of a server holding all databases, programs, network management, and user access controls, and multiple client computers (PC-based workstations) that retrieve programs from the server. While a program operates on the client, it in turn requests data from the server. This approach results in the workload being split between the server (database management) and multiple clients (program execution). Accordingly, each user brings his own computing cycles to the party; only the cycles required for database manipulation need to be shared among multiple users. The data is requested via industry-standard SQL calls. Although portions of the database may be loaded into the client machine's memory for enhanced list processing, drop-down windows, etc., updates are performed real-time on the server. If multiple clients update the same database, the database management system on the server performs the necessary record locking functions on a first come/first served basis. A standard Ungerboeck configuration consists of a single, dedicated server and a number of client PCs.

Database Server	
Processor	Dual core 2GHz or higher (x86, x64)
Memory	4 GB minimum
Database Software	ORACLE 11gR2 for 20-2000 users (11.1 and above, including 11gR2) SQL Server 2005, 2008, 2008 R2, and 2012 for 8-600 users (Standard edition & higher) <i>Note: Use of web-based applications like iEBMS require processor based licenses.</i>
Tape Backup	Nightly full backups of the database and all Ungerboeck related files are highly recommended.
Database Size	The size of your database is dependent on the amount of data. <i>A large database is considered one with 30,000+ events, 2 million+ accounts, and 250,000+ documents. A database containing all of these records will have a size of approximately 50 GB.</i>
Communications	Internet using GoToMeeting.com for support and remote training. Contact Ungerboeck for alternate options.

Client Machine	
Processor	Pentium 4 or equivalent
Memory	2 GB minimum
Hard Disk	Ungerboeck Back Office requires 2 GB for Thick Client Install; Ungerboeck Runtime requires 150 MB (Thick Client and Thin Client Installs).
Monitor	Minimum supported resolution is 1024 x 768 with normal size (96 dpi). However, widths greater than 1280 pixels will deliver higher productivity.
Required Software	Microsoft Windows Vista, 7 or 8 Microsoft .NET Framework 3.5 and 4.0 Microsoft Office 2010 or Office 2013 (EBMSpreadsheet requires Professional Edition and does not support .xlsx files) Microsoft Internet Explorer 8 - 11 or Firefox 5.0 or higher
Communications	Internet using GoToMeeting.com for support and remote training. Contact Ungerboeck for alternate options.
Network Speed	100 Mbps Ethernet highly recommended IEEE 802.11g (54 Mbps) or higher recommended for wireless connectivity
Printer	Inkjet or Laser printer, preferably with color printing capability <i>Note: Ungerboeck reports are designed for color printing, but will operate satisfactorily in B/W</i>

Ungerboeck v19.70 Remote Server Architecture

Thin client technology (sometimes called a lean or slim client) moves some of the functionality otherwise performed by client computers to a server computer (which may or may not be the database server).

Thereby, thin-client architecture offers the potential to combine the ease of use and economy of low-capacity or "old" client workstations with the low maintenance and support cost of high-powered server ("mainframe") technology. Using thin client technology can reduce ongoing capital investment in desktop PC hardware by up to 50%.

A dedicated server is required for remote users who access the Ungerboeck application at network speeds ranging from 56 K to 1 MB/sec. Remote users may be internal staff accessing the system from home, suppliers, or key customers.

Server	
Processor	For up to 25 concurrent users, Dual Core 2GHz or higher (x86, x64) For over 25 concurrent users, multiple servers recommended
Memory	2 GB minimum for Windows 2003/2008 Server Add 128 MB per concurrent user Add 128 MB for Citrix
Software	Windows 2008, 2008R2 and 2012 Terminal Services Optional: Citrix environment running on Microsoft Terminal Services
Communications	Via internet: Capable of 56 Kbps per concurrent connection

Remote Client	
Processor	1 GHz or faster (x86, x64)
Memory	1 GB minimum
Software	Windows 7 or higher; Windows Terminal Server/Citrix Client required
Communications	Via internet: Capable of 56 Kbps per concurrent connection

Optional Network Components

Application Server

Large networks with more than 64 Ungerboeck Software users should consider adding a separate Application server to store the Ungerboeck program files and electronic documents.

Application Server	
Processor	Dual core 2 GHz or higher (x86, x64)
Memory	2 GB minimum
Hard Disk	Ungerboeck Back Office needs 2 GB; Ungerboeck Runtime needs 150 MB
Operating System	Microsoft Server 2008, 2008R2 and 2012
Tape Backup	Nightly full backups of the database and all Ungerboeck related files is highly recommended

Ungerboeck Software v19.70 Web Architecture

Ungerboeck V19.70 iEBMS Application

The Web Architecture requirements may vary depending on the volume of traffic to your Web Site. The specifications provided are for average volume web sites. Additional web server resources may be required for peak usage periods such as opening day or early-bird registration deadlines for an event.

Web Server	
Processor	Dual core 2 GHz or higher (x86, x64)
Memory	4 GB minimum for Windows Server
Hard Disk	2 GB free disk space required
Required Software	Windows Server 2008, 2008R2, 2012 (Operating System) Microsoft IIS 7.0 Microsoft Internet Explorer version 8-11, or Firefox 5.0 or higher, Chrome version 30 and above Microsoft .NET Framework 2.0 and 3.5
Internet Connection	512k SDSL connection or a T1 line. If the public will have access to the Ungerboeck iEBMS pages, the web server should be placed within the network DMZ <i>Note: ADSL is not recommended due to differences in upload and download speeds</i>
Firewall	Hardware Firewall (e.g., integrated router) is recommended <i>Note: If a software firewall is used, consider housing it on a separate server for optimal performance</i>

Payment Gateway	
Supported Interfaces	Cyber source (32-bit) Legacy SDK PayPal PayFlowPro Trust Commerce TCLink <i>Note: Contact your Professional Services Coordinator to discuss alternate payment gateways</i>

Ungerboeck Web Add-Ins with v19.70

Web Add-Ins allows a user to access v20 functionality without migrating all of the users to v20. The Ungerboeck Web Add-Ins that require v20 to be installed on a Web Server are listed below:

- V20 Outlook Add-In
- V20 Microsoft Office Add-in for Excel & Word
- Ungerboeck Mobile CRM

Web Server	
Processor	Dual Core 2GHz minimum (x86, x64)
Memory	4 GB minimum
Hard Disk	2 GB free disk space required
Required Software	Windows Server 2008, 2008R2, 2012 Web Edition (32 bit or 64 bit) minimum Microsoft IIS 7.0 and 7.5 Microsoft Internet Explorer 8-11 Microsoft .NET Framework 3.5 and 4.0 Microsoft Silverlight 5

Ungerboeck Software v20.70 Technology Guidelines

Ungerboeck v20.70 Server Architecture

The full Server Side Architecture consists of a variety of components including computing hardware, networking hardware, security systems, etc. This technology guideline assumes that the basic datacenter infrastructure is already established and only focuses on the additional computing hardware and software required for Ungerboeck systems. Customers who do not have an established datacenter are strongly encouraged to contact Ungerboeck about hosting services. Otherwise, details regarding the suggested minimum configurations for the Server Side Architecture are provided on the following pages.

Scaling: The Ungerboeck Server Side Architecture is design to scale both vertically and horizontally to accommodate any organizational size. Specific recommendations regarding how to scale the Server Side Architecture can be obtained by contacting your regional Ungerboeck Client Care team.

Reporting: A number of changes have been implemented to enable reporting in version 20.70. Please refer to the "Reporting in Ungerboeck version 20.70" document for more details. This document is available on the FTP site under \versions\19.70_20.70\Documents\1_Preparation

Web Server (1-10 Concurrent Users)	
Processor	Dual Core 2GHz minimum (x86,x64)
Memory	4 GB minimum
Required Software	Windows Server 2008, 2008R2 or 2012 Web Edition (32 bit or 64 bit) minimum Microsoft IIS 7.0 or 7.5
Web Server (10-30 Concurrent Users)	
Processor	Dual Core 2GHz minimum (x86,x64)
Memory	8 GB - 16 GB
Required Software	Windows Server 2008, 2008R2 or 2012 Web Edition 64 bit minimum Microsoft IIS 7.0 or 7.5

For 30+ concurrent users, an additional web server as specified above for each additional 30 concurrent users.

Database Server (1-25 Concurrent Users)	
Processor	Dual Core 2GHz minimum (x86,x64)
Memory	4 GB
Required Software	Windows Server 2008, 2008R2 or 2012 (32 bit or 64 bit)
Database Software	Microsoft SQL Server 2005, 2008, 2008 R2, or 2012 (Standard and higher editions supported) <i>Note: Use of web-based applications such as iEBMS and Ungerboeck v20 require processor based licenses</i>

Database Server (25+ Concurrent Users)	
Processor	Dual Core 2GHz minimum (x86,x64)
Memory	8 GB - 16 GB
Required Software	Windows Server 2008, 2008R2 or 2012 (64 bit)
Database Software	Microsoft SQL Server 2005, 2008, or 2008R2 (Standard and higher editions supported) <i>Note: Use of web-based applications (iEBMS & Ungerboeck v20) require processor based licenses</i>
Internet Connection	512k SDSL connection or a T1 line. If the public will have access to the Ungerboeck iEBMS pages, the web server should be placed within the network DMZ <i>Note: ADSL is not recommended due to differences in upload and download speeds</i>

Firewall	Hardware Firewall (e.g., integrated router) is recommended <i>Note: If a software firewall is used, consider housing it on a separate server for optimal performance</i>
Load Balancing	A load balancer is recommended for larger sites that require multiple web servers. Ungerboeck does not provide configuration support for load balancing hardware that is not hosted by Ungerboeck.
Redundancy	It is highly recommended that an additional web server be acquired to provide N+1 redundancy (where N is the number of servers required for your organization size)

Ungerboeck v20.70 Client Architecture

The client side generally consists of a moderately configured Windows based PC with a high speed Internet connection. Any configuration that is suitable for browsing web sites will generally work for Ungerboeck software.

Ungerboeck BackOffice Access: Some installations will require that certain users have access to functionality that is only available via the Ungerboeck BackOffice application (v19). The BackOffice application is a Windows based program. Seamless access to the v19 functionality from v20 is provided via the Ungerboeck Web Add-in (aka the bridge) browser plug-in. To utilize the Web Add-in (aka the bridge) and access the BackOffice application functionality requires that the users' desktop have access to the Ungerboeck v19 client software and underlying database. Within an internal network, this is typically accomplished by installing the v19 client software and database on a shared area of the internal network. External access, if required, is generally accomplished via a terminal emulation (such as Terminal Server or Citrix).

Client	
Processor	Pentium 4 or equivalent
Memory	2 GB minimum
Hard Disk	Ungerboeck Back Office requires 2 GB for Thick Client Install; Ungerboeck Runtime requires 150 MB (Thick Client and Thin Client installs).
Monitor	Minimum supported resolution is 1024 x 768 with normal size (96 dpi). However, widths greater than 1280 pixels will deliver higher productivity.
Required Software	Microsoft Windows Vista, 7 or 8 Microsoft .NET Framework 4.0 Microsoft Office 2010 or Office 2013 (EBMS Spreadsheet requires Professional Edition and does not support .xlsx files) Microsoft Internet Explorer 8-11 (with full compatibility with the Ungerboeck Web Add-In), or Firefox 5.0 or higher (Firefox does not currently support the Web Add-in Utility, so only v20 windows will work with Firefox), or Chrome 30.0 and above (Chrome not currently supported)
Communications	Internet using GoToMeeting.com for support and remote training. Contact Ungerboeck for alternate options.
Network	
Network Speed	100 Mbps Ethernet highly recommended IEEE 802.11g (54 Mbps) or higher recommended for wireless connectivity
Printer	Inkjet or Laser printer, preferably with color printing capability <i>Note: Ungerboeck reports are designed for color printing, but will operate satisfactorily in B/W</i>

Appendix D: Living Wages and Benefits Contractor Certification

Due to staff not yet being assigned to the ACCD project, Ungerboeck can't provide employee information; however, Ungerboeck assures ACCD that it complies with the Living Wages and Benefits provision. Ungerboeck pays all employees directly assigned to this ACCD contract a minimum Living Wage equal to or greater than \$11.00 per hour.

Section 0815: Living Wages and Benefits Contractor Certification

Company Name Ungerboeck Software International

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour.

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Solicitation No. RFP SWM0123

Appendix E: Non-Resident Bidder Provisions

Section 0635: Non-Resident Bidder Provisions

Company Name Ungerboeck Software International

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non resident bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Missouri

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Solicitation No. RFP SWM0123



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: SMW0123

DATE ISSUED: September 1, 2014

REQUISITION NO.: RQM 14082600524

COMMODITY CODE: 20811

COMMODITY/SERVICE DESCRIPTION: Event Booking System
for the Austin Convention Center Department

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:00 AM
on September 24, 2014

LOCATION: Austin Convention Center, Austin Suite
500 East Cesar Chavez, Austin Texas
*See section 0400 #2 for directions

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Ms. Shawn M. Willett
Corporate Contract Compliance Manager

Phone: (512) 974-2274

E-Mail: Shawn.Willett@austintexas.gov

PROPOSAL DUE PRIOR TO: 3:00 PM on October 17, 2014

PROPOSAL CLOSING TIME AND DATE: 3:00 PM on October
17, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing
Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and
time. See Section 0200 Solicitation Instructions for more details.**

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 6 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	12
APPA	APPENDIX A, SUMMARY OF EVENT BOOKING FUNCTIONAL REQUIREMENTS	16
APPB	APPENDIX B, ESTABLISH EVENT BOOKING FUNCTIONAL SPECIFICATIONS	37
APPC	APPENDIX C, TECHNICAL REFERENCE MODEL AND STANDARDS	23
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	8
0601	COST PROPOSAL SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business

Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 5:00 pm on October 2, 2014 either via fax at (512) 974-2388 or email at shawn.willett@austintexas.gov.

2. **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held on September 24, 2014 at 10:00 AM

Location: Austin Convention Center, Austin Suite
500 East Cesar Chavez
Austin, Texas 78701

Enter through the middle set of doors off Trinity Street, go up the escalators to the third floor. The Austin Suite is between meeting room 7 and 10. For directions to the Convention Center and/or to view a map of the facility, go to:

<http://www.austinconventioncenter.com/directions/floors.htm>

Call in Number for those unable to attend: (512) 404-4509

(Please note, there is a limit to the number of people the line can accommodate so please try and limit to one line calling in per company)

*This meeting is not mandatory however attendance is strongly suggested

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
- (1) The policy shall contain the following provisions:
- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term beginning upon contract execution for the actual purchase and implementation of the system through final acceptance by the City of Austin. After this initial term, the contract may be extended thereafter for up to five additional twelve month periods for maintenance and support, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **CODE INTEGRITY:** Proposers will warrant that their software does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door (including year 2000), that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming the City's software, any computers, networks, data or other electronically stored information, or computer programs or systems (collectively, "disabling procedures"). If the solution incorporates into the City's software programs or routines supplied by other Vendors, licensors or contractors, the Proposer shall obtain comparable warranties from such providers or shall take appropriate action to ensure that such programs or routines are free of disabling procedures. Notwithstanding any other limitations in this agreement, the Proposer agrees to notify the City immediately upon discovery of any disabling procedures that are or may be included in the software, and, if disabling procedures are discovered or reasonably suspected to be present in the software, the Proposer agrees to take action immediately, at its own expense, to identify and eradicate such disabling procedures and carry out any recovery necessary to remedy any impact of such disabling procedures.

6. **LOCATIONS:** The work required by this RFP will require the Vendor to perform work and/or visit the Austin Convention Center.

City expects that work related to this RFP will be performed remotely by Vendor and/or On-Site at the location specified above. All requirements gathering sessions, meetings, prototype sessions, demonstrations, and testing will be performed at City of Austin facilities.

If Vendor proposes to perform any work remotely that requires access to City network resources, Vendor shall complete City's remote access forms at least 30 days prior to remote access being required.

Contractor may also be required to participate in meetings via video conferencing throughout the contract term.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	500 East Cesar Chavez Street
City, State Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing and executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$1000 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$1000 per calendar day for each calendar day of delay.

9. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

10. **LIVING WAGES**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour. The certification shall include a list of all employees directly assigned to

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages Employee Certification included in the Solicitation)** for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

13. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

14. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract for maintenance and support and hourly wages shall remain firm for the first twelve month option period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:**

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU34	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Group: Software Publishing	
Item: Software Publishing Base Date : 200906	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Maintenance Fees/Hourly rates	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0123**

16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Chad Paine

Business Systems Analyst

(512) 404-4098

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

0500 TABLE OF CONTENTS

1.0 INTRODUCTION.....2

1.1 PURPOSE OF REQUEST FOR PROPOSAL2

1.2 BUSINESS GOALS2

2.0 DESCRIPTION OF CURRENT STATE3

2.1 CURRENT BUSINESS PROCESS AND ENVIRONMENT.....3

2.2 CURRENT SYSTEM ENVIRONMENT3

3.0 PROJECT SCOPE5

3.1 SUMMARY5

3.2 VENDOR’S RESPONSIBILITIES6

3.3 CITY OF AUSTIN’S RESPONSIBILITIES8

4.0 TECHNICAL REQUIREMENTS8

5.0 FUNCTIONAL REQUIREMENTS12

*See Appendix A and Appendix B

1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The City of Austin, Austin Convention Center (ACCD), invites sealed proposals for the purchase of an Event Booking System (EBS) including software licensing and implementation services for and in accordance with the specifications and provisions contained herein.

The objective is to secure a world class solution to manage all aspects of booking and facilitating services for events and event space. These documents will need to be archived and saved for future reference by customers and staff. The ACCD prefers that the solution offered by the proposing party support and integrate with record retention guidelines, security management systems and portals, content management systems, and public facing web sites. The solution should also operate as a standalone tool, independent of one or all system integrations.

The EBS would enforce security roles to ensure access to documents is limited to appropriate users. The EBS could be used as a standalone system and/or seamlessly interface with SQL based applications already in use.

This RFP is to procure a solution either hosted, managed by the ACCD, or by the selected Vendor. The winning Proposer will provide the software application, training, and successful configuration and implementation of the solution.

1.2 Business Goals

Internal Business Goals (ACCD Facing):

- Provide a single source system to access and manage all information related to an event.
- Reduce the need for staff to physically manage paper copies of event documents.
- Improve communication between and amongst clients, contractors, and staff who may be in different departments in various locations.
- Efficient collaboration, scalability and accessibility by multiple City departments and external partners
- Minimize costs for maintaining and configuring the system over the long term as new and changing requirements emerge

External Business Goals (Citizen Facing):

- Ability to “Be Green” by interacting with internal departments, contractors, and clients remotely.
- Ability for applicants to securely and electronically submit event documents, manage contracts, and/or plan review contracts and pay online for all services.
- Improve communication between clients, contractors, and City departments.
- Reduce the cycle time and/or number of cycles to submit and review event documents and contracts.

2.0 DESCRIPTION OF CURRENT STATE

2.1 Current Business Process and Environment

Organizational Structure and Geography: The Austin Convention Center rents event space, utilities, and other services needed for all types and sizes of events. All tasks related to the events are typically completed internally through email/fax, phone calls, meetings, and contracted services. Event personnel are spread across, contractors, multiple departments, and building locations, although a majority reside at Austin Convention Center as part of the cross functional “One Stop Shop (OSS)”. Event staff conducts offsite visits and are currently using paper and/or email in the field to complete their tasks.

Key Stakeholders and Users: Key stakeholders impacted by a shift from paper to electronic based event document management include contract services, multiple ACCD/City departments, and clients. External stakeholders include local businesses, citizens, and professional associations.

**City Departments outside of the ACCD that are part of the event document process include:*

Parks and Recreation (PARC), Fire (AFD), Transportation (ATD), and Austin Police Department (APD)

Current Business Process: The event representative, who could be the actual client or a third Party, contacts the Austin Convention Center for information about a potential event. The sales manager will determine if the customer is viable based on a number of factors and if promising, will establish a customer account (or use existing customer account.) The Sales manager will then check availability (space people etc, allowing for overlaps), will check conflicts between types of groups, discuss group needs with the client (IT, security, catering, vendor etc), will coordinate potential dates with the visitor's bureau and various hotels, and in appropriate cases, will prepare a bid, reserve space, create pricing, submit an initial bid to customer (includes options), negotiate / revise event space / revise bid, and follow-up within set specific time frames.

The Austin Convention Center is a Gold LEED certified building, and with ongoing growth we want to not only maintain but also reduce the use of paper by providing a stable and secure electronic method for communication, event management, and billing.

2.2 Current System Environment

Case Management: ACCD currently uses Delphi Breeze as the primary EBS to record, manage, and process event documents. The software is no longer supported by Delphi, and other in house developed systems have been created to support and manage specific processes. There are approximately 300 active users. It is relied on heavily by ACCD and other departments for Event booking process. All client information, staffing assignments, comments, contracts, historic data and payment information are managed using the Breeze system.

Document Management: All Events related documents are currently scanned, emailed, faxed, hand delivered, and/or stored electronically in a network shared drive. All files are manually entered into current event booking system Breeze by multiple departments. The business goal is to reduce the need for printed materials, faxing, hand delivery, and manual data entry by providing a system that will allow all processes to occur electronically.

Merchant Processor: Chase Bank, N.A. is the citywide bank for the City of Austin. Chase Paymentech interfaces between Authorize.net and the card holders’ bank to facilitate credit card transactions. Payments are made with credit cards on site or via payment form that is faxed or emailed, and are processed manually.

Web Portal: Breeze is not available via Web Portal.

Website: ACCD Website currently only provides links, contacts, and event related information. Only utility requests can be ordered online. The remainder are printed and manually completed, and must be scanned for transmission via email. The ACCD website is currently under revision in order to provide more web based services. This currently will have no impact on the EBS, but would like information on possible integration options that might be available.

3.0 PROJECT SCOPE

3.1 Summary

The Vendor's proposal should include an explanation of all services and products necessary to implement a customer centric system that meets the business objectives and conforms to the requirements and constraints as described in this RFP including, but not limited to:

- Project management
- World class /best practice process use cases
- Definitions of roles, responsibilities, and skillsets required to implement and maintain solution
- Architecture assessment, capacity planning and recommendations
- Software licensing
- Hardware recommendations
- Development, Test and Production environments
- Solution customization and configuration
- Technical Design documentation
- Integration with ACCD enterprise systems as appropriate
- Test Plan and testing
- Performance testing and tuning
- Defect resolution
- User acceptance testing support
- Implementation and stabilization
- Maintenance and support
- Training
- Knowledge transfer
- Product documentation
- Disaster Recovery plan
- Archiving and records retention procedures
- Change management processes

The EBS solution must be implemented in a single phase. The successful Proposer will be responsible for the implementation of the system. The ACCD prefers solutions that are innovative, world class, and employ supportable industry best practices and tools.

Vendors that have a mature set of configurable features are preferred. The ACCD prefers solutions that can meet all objectives and requirements while minimizing the number of integration points. However, Vendor solution should be scalable and include cross platform and OS capability. Potential integrations could include, but not limited to:

- ODBC connectivity for SQL based applications
- Authorize.net for online payment processing

The Buyer will provide network infrastructure and facilities to support the solution (unless Vendor hosted). The Vendor must furnish and install a fully functional system that meets the objectives specified in a negotiated contract. Buyer and Vendor responsibilities are noted below. The final contract will dictate specifics of the Scope

of Work (SOW) for both Buyer and Vendor.

3.2 Vendor's Responsibilities

The Vendor will be responsible for all set-up, configuration and testing of the solution to meet the needs of the ACCD's functional and technical requirements as described in this RFP. The Vendor will review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.

The Vendor will be responsible for designing, configuring, constructing and testing all interfaces between systems. Upon the completion of each interface, the Vendor will provide the ACCD with documented dependencies between the systems along with specific guidelines for maintaining connectivity and up time.

The Vendor shall:

1. Submit a detailed statement of work prior to proceeding with system implementation. The statement of work will outline each phase of the implementation process through post go-live support. Provide clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work must be approved and signed by the ACCD project sponsor prior to beginning the system implementation.
2. Provide a project manager that will report to the designated project manager of the ACCD. The Vendor's project manager will be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.
3. Develop and maintain a project schedule for the duration of the project. The schedule must be submitted with the statement of work and must be approved by the ACCD project sponsor. The schedule will include detailed steps of the project through post go-live support. Milestones and project risks should be outlined in the schedule.
4. Review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.
5. Assist the ACCD in determining standardized reporting needs and lead the development/configuration of the reports necessary to support business functions as determined by the ACCD.
6. Install any software necessary to support design, configuration, and testing. Vendor's personnel that will be responsible for installing the software must have the appropriate certifications.
7. Plan, lead and staff data mapping and application programming efforts associated with integrating the EBS with existing ACCD systems.
8. Recommend to ACCD system specifications required to perform the Services requested in this RFP in a virtualized environment. Vendor shall provide a recommended system sizing and architecture that considers:
 - Initial system for configuration, design, and development;
 - System for testing in a production equivalent environment;
 - Automated processes for migrating configurations and appropriate data from one environment to another, e.g. from development to test and to test to production; and
 - Complete system sizing and architecture to address environment for release updates, training, development, testing and production with the test and production environments being equivalent or practically equivalent for testing purposes
9. Assess ACCD's WAN and LAN capacity as it relates to the implementation of the EBS and make specific recommendations concerning any needed upgrades. In conducting its assessment, Vendor must provide

average per session bandwidth requirements which shall be calculated and provided to the ACCD so that network bandwidth requirements may be determined. Example: 100Kbps per session; therefore 25 users require 2,500Kbps.

10. Recommend and perform performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning, upgrade script tuning, server tuning, database tuning, and any tuning required as a result of Load and Stress Test results or deployment methodology.
11. Provide detailed architecture diagrams depicting the components of the solution, an entity relationship diagram (ERD) and data dictionary that clearly describe integration points between the Vendor system and ACCD applications.
12. Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.
13. Provide testing support to assist the ACCD to define and meet the Requirements and provide recommendations for testing.
14. Provide comprehensive training, including but not limited to system administration, system configuration, plan review processes, workflow, contract writing, and any other process necessary to effectively administer and utilize the system. The contractor provided training material must be specific to the City of Austin and illustrate Austin scenarios. Materials will be provided in hard copy format for classroom training sessions and soft copy format for future reproduction and/or modification by the City of Austin. All training material becomes the property of City of Austin for future implementation phases.
15. Rectify any deficiencies noted by the Communications and Technology Management (CTM) Security Officer and ACCD network administrators prior to system operation.
16. Provide comprehensive post-implementation support, including any recommendations for system stabilization, for a period of ninety (90) days after production turnover is complete and stable, live use of the EBS has commenced. The system shall meet agreed upon service levels during the Deployment.
17. Capacity planning with an assessment of the sizing of production infrastructure hardware and systems software.
18. Specify disk-sizing requirements for databases, code, and any necessary work areas and temporary storage for at least ten (10) years of online data storage.
19. Demonstrate that the configured software meets the project requirements so that ACCD may review and approve it.
20. For Cloud hosted solutions, Vendor shall produce PCI report on compliance or an attestation of compliance.

3.3 Austin Convention Center Department Responsibilities

The ACCD's personnel will be responsible for connecting the selected Vendor to appropriate resources within the Austin Convention Center in order to implement the solution. The ACCD's project team will be comprised of a project coordinator, as well as technical and functional resources from the ACCD, and other individual departments as necessary.

The ACCD will provide the following:

- Project prioritization and scheduling with the selected Vendor's project manager

- Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.
- Related documentation and/or access to appropriate technical resources
- Issue identification, prioritization, communication to Vendor support staff
- Scheduling and coordinating of regular project team meetings and work sessions as needed
- Office space for Vendor project management or technical resource staff, if needed
- Facilities, including telephones, personal computer hookups, and access to copy and fax machines
- Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment
- Conduct acceptance testing with assistance, if necessary, by Vendor
- Review and approval of milestones, deliverables, status reports and invoices

4.0 TECHNICAL REQUIREMENTS

Req#	Requirement Description	Required Response
4.1	System Administration Model: System should be managed with minimal City resources and/or support decentralized, role based administration.	Provide detailed staffing requirement chart indicating positions and skill level necessary to support the system post go-live. Include daily time commitment of each staff member. Describe how/if the proposed system can be utilized and administered by multiple departments independently.
4.2	System Upgrades: The system should maintain the integrity of data at all times including implementation of changes.	Describe how system upgrades or patches impact any customized code, configurations or data (including archived data). Describe technical infrastructure configuration and change management methodology activities, procedures, tools and templates. Describe how system upgrades or patch changes are documented and communicated.
4.3	Configuration Management: Solution should be configuration oriented and include procedures/tools for ensuring the integrity of programs and configuration settings.	Describe how system configuration changes would be documented and controlled in all environments (Development, Testing, Production, Disaster Recovery, etc.).
4.4	Solution Scalability: The solution should be scalable for future growth.	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.
4.5	Recovery Plan: The Vendor should provide (and maintain, if Vendor hosted) a recovery test plan and recovery test procedures that result in a full recovery of the system and data following full and partial system failures.	Provide a copy of your recovery test plan and procedures, and provide documentation of periodic tests performed. Specify, where possible, the Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) supported by the proposed solution and the proposed outage notification process and tools used.
4.6	Performance: The proposed system should be capable of meeting service performance targets by modifying, adding capacity, increasing bandwidth, etc.	Explain expected performance of the proposed system components and how the system may be modified to meet expected performance with expanded or long term use. Provide any file size restrictions or recommendations.
4.7	Availability: The proposed solution shall be capable of providing 99.9% uptime if the ACCD chooses to require it. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	If the proposed solution provides high availability level of service, specify the components required, and indicate if such components are included in the proposal. Indicate the Availability metric proposed based on the City's objectives.

4.8	Security Auditing: The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Describe how the proposed system provides for monitoring and auditing of transactions for confidentiality and integrity. Indicate the format in which the logs are stored. Provide a sample report/set of log entries.
4.9	Security Monitoring: System access shall be able to be monitored regularly to thwart attempts at unauthorized access and to confirm that access control standards are effective.	Describe how authorized users monitor (in near real-time) and report on activities performed by or to a particular user, group, application, device, or file.
4.10	Interfaces/Integration: Solution shall be able to operate separately or interface/integrate with one or more systems.*	Describe how the recommended solution will interface/integrate with existing systems and how the solution will be open and flexible enough to interface/integrate with systems in the reasonably foreseeable future. Include any exceptions or limitations, explanation of real-time or near real-time data interchanges, and how data is made available to other modules or external applications.
4.11	Technical and Solution Architecture: The system must conform to the City's Technical Reference Model and Standards. Refer to Appendix E.	Provide a detailed system architecture drawing that fully describes the technical environment envisioned for the City in order to achieve its stated objectives. Describe any deviations or gaps between the City's technical specifications and the proposed solution. Identify any technical standard that is not supported by the proposed solution. Highlight any licenses that may be required.
4.12	Plan Review Workstations: The plan review process can be conducted while simultaneously running other business applications such as email, word processing, spreadsheet and permitting tools without system degradation or performance issues due to memory, CPU or video card capabilities.	Describe the preferred workstations specifications to effectively complete the plan review process while running other business applications without system degradation or performance issues.
4.13	Record Management: The system shall provide the ability to maintain and enforce the City record retention policy.	Describe how the system enables the City to purge or archive data in compliance with retention policies, while ensuring data integrity is intact.
4.14	File Management: The solution shall provide the ability to organize and retrieve	Describe how the solution enables users to manage, organize, search, retrieve and download electronic files. List the file types fully supported by the

	electronic files.	proposed solution.
4.15	Mobile Compatibility: The system shall be compatible with non-touch and touch screen Windows, iOS, and Android operating systems.	Describe any special features and/or limitations of the system with regard to use on multiple operating systems, devices or touch screen devices.
4.16	User Management: The system shall provide role-based security access to constrain features and functions based on business role.	Describe supported authentication models, including user account creation and management. Describe how user roles are managed in both integrated and non-integrated environments.
4.17	Reports: The system shall provide status and trending reports to analyze and facilitate workload management, performance measurement and resource allocation.	Describe the reports and/or dashboards available as part of the proposed solution and the intended value of each.
4.18	User Help: The system shall provide online, interactive help.	Describe how end users are supported with online, interactive help features in the system. Highlight ways in which the help feature can be configured or customized for organization specific needs.
4.19	System Monitoring: The system shall provide the ability to monitor, track and log system uptime and transaction response times in order to provide information for SLA monitoring.	Describe how the proposed solution will be monitored to meet Service Level agreements or objectives.

*The Proposer is responsible for carefully reading and recognizing any Functional requirement which (viewed in light of the Proposer's system capabilities) will require an interface. It is critical that prospective Proposers demonstrate an understanding of the general nature of the interface requirements and make a good faith attempt to account for and describe the planned approach to accomplish the task.

5.0 FUNCTIONAL REQUIREMENTS

See Appendix A, Functional Specification Summary and Appendix B, Event Booking Functional Specifications

Appendix A Summary of Establish Event Booking Functional Requirements

FS#	Interface	Description	Response
1.0 Cancel Event			
FS001	cancelEvent	When an Event Representative notifies the Sales Manager in writing (email) to cancel event, they must provide event name and date. No cancellation requests are accepted from third parties. Alternately, may choose to cancel an Event without involvement of the Event Representative. The Sales Manager uses the system to cancel the Event. The Sales Manager provides the system with event name, dates, reason for cancellation, who we lost the event to (if applicable). Possible reasons for cancellation (customizable list [enumeration] in the system): lost to another facility, event cancelled, event postponed due to budgetary reasons, and flights (typically airfare cost). Who we lost to (customizable list [enumeration] in the system of other facilities, customizable by system users) may include San Antonio, Fort Worth, etc.	
FS002	requestReleaseOfSpace	The Sales Manager uses the system to notify the Contract Administrator to release the space reserved for a previously entered Event.	
FS003	createCancellationNotice	The Sales Manager uses the system to generate a cancellation confirmation notification to the Event Representative. The notification is created from a template that includes the event name, dates, and contract ID. The Sales Manager may choose to attach a personalized custom correspondence (i.e., email, document, etc.).	
FS004	reviewContractTerms	The Contract Administrator uses the system to retrieve the Contract Terms and conditions and reviews with the Sales Manager. The Sales Manager determines the potential return of deposited funds and confers with Finance. If resale occurs, the Contract Administrator uses the system to create a trace reminder to return deposit on the date of the event.	
FS005	createReminder	The Sales Managers uses the system to create a reminder to have the Accounts Receivable review the event resale clause (contract terms) at the date of event.	

FS#	Interface	Description	Response
FS006	issueReturn	The Contract Administrator uses the system to request issue of return to Event Representative. Contract ID and amount are included to process return. The system sends a Notification to the Sales Director requesting approval of return. Request includes Contract ID and amount of return.	
FS007	approveReturn	The Sales Director uses the system to approve the return amount for the specified Contract ID. The system requests that Accounts Receivable issue a return to Event Representative. The contract ID, customer, amount, and address are required to complete a return.	
FS008	recordMoniesSent	Accounts Receivable uses the system to record amount of monies returned to the Event Representative noting Contract ID.	
FS009	requestBill	The Contract Administrator uses the system to request a bill for the Event Representative noting contract ID, amount due, and reason for bill. The system sends a Notification to Accounts Receivable with a request to create a bill containing Contract ID and amount due.	
FS010	createBill	Accounts Receivable uses the system to create a bill for the Event Representative using the Contract ID, amount due, and reason for bill. The system sends the Event Representative a bill containing Contract ID, event name, amount due, due date, and reason for bill. The system allows the Contracts Administrator and Sales Manager to evaluate the status of the bill (unpaid, paid), collection notices, and other actions taken on bill.	
FS011	notifyAccountsReceivable	The Contract Administrator uses the system to indicate the deposits for the cancelled event are retained. The system notifies Accounts Receivable of retained deposit.	
FS012	documentMoniesReceived	Accounts Receivable uses the system to annotate monies received due to cancellation.	
2.0 Create Event Invoice			
FS013	enterClientCharges	The Event Coordinator uses the system to enter equipment charges, labor charges, security charges, parking charges (when applicable), discounts, facility rentals, damages, and other miscellaneous charges. The Event Coordinator uses the system to indicate the Customer is ready to be billed.	

FS#	Interface	Description	Response
FS014	requestCustomerInvoice	The Work Order Reviewer uses the system to indicate elements of the Work Orders are complete. The system notifies Accounts Receivable that all elements for a Work Order are entered and it is time to create a customer invoice.	
FS015	createInvoice	Accounts Receivable reviews the Work Order items ensuring the client information (address, contact name, etc. are correct) and marks the terms of net 30 for payment due. The invoice includes a preformed address label/payment coupon to the Accounts Receivable. Accounts Receivable uses the system to enter the date the invoice is mailed, creates a PDF version of the invoice, and dispatches a copy of the invoice to the Event Coordinator. If the client only requires soft copy, the invoice is emailed to the client contact - otherwise a hard copy is mailed.	
FS016	createInvoiceChangeMemo	The Event Coordinator determines adjustments (credits or debits) are necessary for the Invoice. The Event Coordinator uses the system to document adjusted Work Order items indicating debit or credit amount, the justification for the change, the Contract ID for which this applies, and any supporting documentation.	
3.0 Create Event Utility Packet			
FS017	requestEventPackets	3-6 months prior to an Event, the system sends a Notification to the Utility Services Coordinator instructing them to create Event Packets for the Client and the Exhibitor, providing the contract ID, event name, space, notes from sales, etc. The system requests Utility Services Coordinator to verify auto-reassigned traces.	
FS018	reviewCustomerAccount	The Utility Services Coordinator uses the system to review type of event, dates, space, booking notes, and contract clauses for accuracy. The system allows the Utility Services Coordinator to make changes as necessary, recording who made the change, the date the change was made and by whom.	

FS#	Interface	Description	Response
FS019	createClientAndExhibitorPackets	The Utility Services Coordinator uses the System to create the Client and Exhibitor Packets based on templates. Event Packets include the following: (1) cover letter (client name, contract ID, event name, show dates, move in/out dates, discount rate deadlines, standard rate deadlines, floor rate applicable date, contact information for Austin Convention Center, name and contact information of utility services coordinator), (2) Table of contents, (3) List of all products and services unique to client and exhibitor (telephone, electrical, technology). To include standard pricing incentive and floor pricing, (4) Exhibitor booth diagram, (5) Order form, (6) Installation notice, (7) Wifi guidelines, (8) Policies and procedures for electrical, (9) Service yard and entry rules, (10) Fire regulations, (11) Booth security services and procedures, (12) Booth security order form, (13) Catering menu - booth catering order form - guideline for sample food and beverage.	
FS020	generateIntroductionLetter	The Utility Services Coordinator uses the system to draft an Introduction Letter from an introduction template. The letter welcomes the client to the Austin Convention Center or Palmer Event Center (note: the system provides a mechanism for different templates allowing alternate letters based on situation). The letter lists the Utility Services Coordinator's name, the event name and dates, deadline information, details relative to event (person referred, first event, if repeat event letter contains information on previous event services), and link to online ordering. Attached to the Introduction Letter are previous invoices for past events, Client and Exhibitor Packets.	
FS021	deliverEventPackets	The system sends the Introduction Letter, Event Packet, and Attachments to the Event Representative via email.	
FS022	enableOnlineOrdering	The Utility Services Coordinator uses the system to enable online ordering for the Event. Online ordering allows Clients and Exhibitors the ability to choose from a reduced list of services via a web order form and process credit card payment for that order.	

FS#	Interface	Description	Response
FS023	createOrder	The Event Representative uses the online order feature of the system to create their event services order or return packet with requested requirements. If using the online order, the Event Representative picks the Event Name. The Event Representative enters their name, company name, address, booth number, telephone numbers, email address, services they wish to order, and attaches a scanned booth diagram with annotations. If the Event Representative returns the Packet the Utility Services Coordinator uses the system to create the order and enters the Event Representative name, company name, address, booth number, telephone numbers, email address, services they wish to order, and attaches a scanned booth diagram with annotations.	
FS024	sendNotificationOfPaymentReady	The system sends the Event Representative an email notification informing them their order is ready for payment. The email includes a copy of the order, total, and a link to a payment gateway.	
FS025	updateRequirements	The Utility Services Coordinator uses the system to update event requirements. Event requirements include catering, maintenance, audio visual, decorating, and information technology as needed. Under some circumstances, the Utility Services Coordinator uses the system to update the requirements based on an Estimate. If no changes are required Utility Services Coordinator uses the system to update Estimate as approved.	
FS026	createEstimate	The Utilities Service Coordinator uses the system to create an estimate based on the Event Order. The estimate contains all details procured from internal and external operations experts (Consultant), all needed utility services (electrical, technical, water, telephone), pricing schedules, the amount due, and lines for signatures. The system sends an email notification to the Event Representative. The estimate is attached to the email. Email requests approval of estimate.	

FS#	Interface	Description	Response
FS027	generatePrePlan	The Utilities Service Coordinator uses the system to create a utility Pre-Plan based on the Event Order seven days prior to the Event. The Pre-Plan contains the following: (1) All details procured from event representative and internal AND external operations experts, (2) All needed utility services (electrical, technical, water, telephone), (3) Move in dates, (4) Move out dates, (5) Diagrams, (6) Event name, (7) Show dates, (8) All client information, (9) Utility coordinator and schedule for utility coordinators, service desk, (10) Exhibitors with booth numbers, requirements, and diagram, (11) Labels, and (12) Locations of services.	
4.0 Create Event Work Order			
FS028	retrieveBookingInformation	Event Coordinator uses the system to open the client account and examines the Booking Information to determine the needs for the day, analyze everything about account that Sales has provided. The Event Coordinator takes planning information from the Client and inputs the information into the system using convention center standards and conventions.	

FS#	Interface	Description	Response
FS029	updateEventItem	<p>The Event Coordinator, Crew Lead, Security Coordinator and Event Supervisor use the system to make changes to the Event Work Order(s) associated with a Contract ID. [Note: An event Work Order for the contracted space and separate Work Orders for each day of the event with associated event items for all the services required.] Updates include booking information (including free-flow of information that the system does not allow by predefined value list), Planning Documents, security information, crew information, or any of the free form text items added manually to the Event Work Order. The system allows for the creation of Template Profiles - groups of events used for future Work Orders. The Event Coordinator, Crew Lead, Security Coordinator and Event Supervisor use the system to create Timelines by adding a new Event Line. This could be one of many items to include event name, time and location (unlock doors at 6 AM, general session 10 AM, etc.) prefunction space, dock space, security details, timing for setup and teardown by both internal employees and vendor, move-in/move-out days/times, registration, book signings, breakfast/lunch/dinner food functions, plated versus buffet meals, breakouts and meetings, bag stuffing, trade show open, client staff show offices, computer labs, poster sessions, food and beverage, room changeovers, room refresh. Each are outlined as part of the Timeline. The timeline may include meeting room schedule details (location, start date/time, end Date/time, meeting title, speaker name, private or public), added by the Event Coordinator or the event Representative via a Web portal. Timeline results populate digital signs.</p>	
FS030	requestSupervisorApproval	<p>Using the system, the Event Coordinator indicates the Event Work Order is ready for the Event Supervisor to approve the invoice items. The system notifies the Supervisor (email, text or creates an activity for the supervisor) that input is required.</p>	
FS031	resolveWorkOrderCharges	<p>If the supervisor has issues with the charges listed on the Event work Order, they contact the Event Coordinator and request they review the portions in question. The system sends a notification to the Event Coordinator (email, text, activity scheduled) indicating the work order is not yet ready for invoicing.</p>	

FS#	Interface	Description	Response
FS032	approveEventWorkOrder	The Event Supervisor signs off on the event Work Order, indicating the Contract ID is ready to be invoiced. The system sends notification to the Accounting Department notifying of the completion of the Event Work Order creation.	
FS033	createChargeList	The Event Coordinator uses the system to construct a Charge List used in Create Even Invoice. The Charge List is based on the Pre-Plan and indicates the charges assigned to the specific event and at what cost.	
5.0 Establish Forecast and Budget			
FS034	createEventRevenueBudget	The Sales Manager (or designee) uses the system to enter the Event Revenue Estimate to include account name, event name, status (prospect, tentative, definite, unscheduled/bluesky), event year, space used, location/unit number (Austin Convention Center, Palmer Event Center, Library, etc.), event type (convention, consumer show, conference, food and beverage event, sporting show, internal), estimated attendance, number of show days, move-in date, move-out date, revenue categories include facility gross rental, food and beverage credit, room night credit, booking credit, equipment rental, technology services, utility services, telecom, general labor, security, garage daily, garage contract, garage validation, garage total, catering, audio visual, rigging, shoe shine, scooter rental, and other concessions). The system provides the ability to modify the numeration for status, event type, location/unit number, event type, and revenue categories.	
FS035	enterEventRevenueDetail	The Sales Manager, Internal Operations Expert, and Financial Manger use the system to provide event Revenue Detail to establish estimates and projections.	
FS036	submitRevenueBudgetForApproval	The Financial Manager uses the system to indicate all Event Revenue estimates are entered and ready for Budget creation and approval.	
FS037	notifyChainOfCommand	The system sends a Notification to the Chain of Command indicating the Revenue Budget is ready for review or approval.	
FS038	evaluateRevenueBudget	The Chain of Command uses the system to provide approval of the event revenue estimate, thereby creating a Revenue Budget.	

FS#	Interface	Description	Response
FS039	enterForecastInformation	The Internal Operations Expert uses the system to enter their respective Forecast information to include account name, event name, status (prospect, tentative, definite, unscheduled/bluesky), event year, space used, location/unit number (Austin Convention Center, Palmer Event Center, Library, etc.), event type (convention, consumer show, conference, food and beverage event, sporting show, internal), estimated attendance, number of show days, move-in date, move-out date, revenue categories (facility gross rental, food and beverage credit, room night credit, booking credit, equipment rental, technology services, utility services, telecom, general labor, security, garage daily, garage contract, garage validation, garage total, catering, audio visual, rigging, shoe shine, scooter rental, and other concessions). The system provides the ability to modify event type, location/unit number, event type, and revenue categories.	
FS040	approveForecast	The Chain of Command uses the system to approve the Forecast. The system sends notification to all Internal Operations Experts who have contributed to the Forecast budget estimate.	
6.0 Establish Prospect			
FS041	lookupOrEstablishCustomerAccount	Using the company name/legal name/acronym, the Sales Manager searches the system to determine if there is an existing customer account. If there is not an existing customer account and the inquiry is a viable lead, the Sale Manager creates a customer Account using company name/legal name/acronym, industry demographic, type of organization, contact names, lead source, address, if there is a third party relationship. Sometimes more than one account is created to describe a hierarchy (parent/child) relationships, ex., one account for University of Texas and one for the math department.	

FS#	Interface	Description	Response
FS042	checkAvailabilityOfSpace	Once the customer meeting requirements are received, the Sales Manager uses the system to pull up an Event Diary which displays a grid indicating who is in what room, when, group status (current system color codes - contracted groups are displayed in one color, definite groups are in another - the system allows for the displayed colors to be configured), and what's currently available. The grid allows the Sales Manager to drill down to see other options offered to other potential groups. When a customer negotiates for business, they may provide several dates and space option(s) and each option is specified in the Event Diary. The Sales Manager uses the system to change the reserve space options and the system indicates different offerings and available space. The Grid also allows the Sales Manager to schedule site visits during times in which there is little or no event activity, as deemed appropriate by the Sales Manager.	
FS043	checkForConflicts	The Sales Manager uses the system to examine simultaneous bookings within the building to ensure there are no conflicts from opposing groups (competing organizations, attendee volumes, opposing functions, operational limitations, holidays, etc.). The System provides feedback about groups within the same demographic that fall within a period of time. The Sales Manager can inquire the system to discover specific demographic groups scheduled within a date time range.	
FS044	updateDraftBidInformation	If needed, the Sales Manager updates the Customer Account to reflect needed changes (dates, location of events, etc.).	
FS045	reserveProspectiveSpace	The Sales Manager uses the system to match the space requested to what's available, reserves the space indicating the Event dates, notes, user defined fields, abbreviation, type of event, booking name, number of room nights, peak rooms, deadline date, rental cost, anticipated credits, source group, lead sources, number of rooms on Sunday, Contract ID, move in and move out dates for the event. The space reservations default from 6 AM to midnight blocks. [Note: Most leases are full day, even though an event may only use a specific time window.]	

FS#	Interface	Description	Response
FS046	createInitialProposal	The Sales Manager uses the system to generate a proposal that outlines dates available and pricing, the proposal includes links to operations manuals online and other information. Sometimes the proposal includes multiple space configurations/dates and sometimes only one is provided. The system provides calculated credits as well.	
FS047	approveInitialProposal	The Sales Director uses the system to indicate acceptance of the initial proposal. The date, time and electronic signature is stored with the Contract ID.	
FS048	applyChangesToBid	Based on feedback, The Sales Manager uses the system to draft another bid proposal for the Event Representative.	
FS049	updateSpaceReservation	If changes are needed for an event, the Sales Manager uses the system to make modifications.	
FS050	scheduleFollowupReminders	The Sales Manager uses the system to schedule various traces (activities) such as site visits. [Note: Scheduling a Site Visit is another use case.]	
7.0 Initiate Survey			
FS051	specifySurveyContactList	No later than the last day of the Event, the system sends the Event Coordinator a notification, reminding them to initiate the Survey Process. Within five days after Event completion, the Event Coordinator uses the system to choose Event Representative Contacts provided on the system to be part of the Survey Contact List. Salutation, name, and email address must be present for a person to be included. The Event Coordinator creates additional contacts as needed to the Survey Contact List. The Final Survey Contact List includes the Survey Issuance Date and the date on which the Survey should be conducted.	
FS052	notifySurveyApprover	The system sends a notification to the Survey Approver indicating a new Survey Contact List has been created and needs review and approval. The Notification includes the Event Name and provides a hot link to the form/interface on the system in which Survey Contact List is approved. The system automatically understands the Contract ID and Event to which the Survey Contact List belongs.	

FS#	Interface	Description	Response
FS053	approveSurveyContactList	The Survey Approver uses the system to review the Survey Contact List. The Survey Approver examines all salutations, names and email addresses and edits/deletes or adds contacts to the Survey Contact List as needed. Added Contacts are automatically stored to the Contact Information for the specific Event to which the Survey belongs (guaranteeing their inclusion in the next Survey for this Event). The Survey Approver uses the system to approve the final Survey Contact List.	
FS054	notifyEventCoordinator	When the Survey Contact List is approval, the system sends notification to the Event Coordinator indicating the Survey Contact List has been approved and includes the Event Name for which the survey was created and a link to the approved Survey Contact List.	
FS055	createSurveyContactListFile	On approval of the Survey Contact List, the system generates the required Survey Contact List File, an Extensible Markup Language (XML) output file of Survey Contacts expected by the Survey Company. The Survey Contact List File contains a list of salutations, names, email addresses, and the survey issuance date.	
FS056	attachSurveyResultsToEvent	The Event Coordinator uses the system to access the Event for which the survey was accomplished and attaches the Survey Results to the event. The system provides a mechanism for tagging the attached file with a description, keywords, and date and time attached. [Note: It is desirable for this function to be automated.]	
8.0 Prepare Contract and/or Addendum			
FS057	addPricingDepositAndConcession	The Sales Manager uses the system to provide pricing, concessions (credit information, room night credit, etc.) and specifies details to be included for the event contract.	
FS058	prepareInitialContract	The Sales Manager uses the system to schedule an activity (trace) for the Contract Administrator to create the initial Contract. The system sends a notification to the Contract Administrator of the new activity.	

FS#	Interface	Description	Response
FS059	enterContractDetails	The Contractor Administrator uses the system to confirm/change the dates and space. They change the space planning grid from Requested to Contract for the event, during the time frames for the event. Additionally they reserve/annotate pre-function, dock space, common space, necessary to operate the meeting. Contractor Administrator ensures the event is assigned (sourced) to Convention Center, Palmer or other conference facilities as required. Contractor Administrator enters user defined customizable fields that track various metrics to be reported upon (first show date, last show date, currency, accuracy measure, is first time event, is first time client, contract exists, they are hosting, city internal meeting, etc.). If necessary, Contractor Administrator enters the deposit schedule for Event. They can change the decision date to match first deposit date. Contractor Administrator generates an initial draft of the contract.	
FS060	createInitialInvoice	The Contractor Administrator uses the system to generate an initial invoice for the event for the finance team. This is always done with the contract. The system merges/imports client name, event representative, point of contact, client, client address, and contract ID number. If requested by the Event Representative, the Contract Administrator also provides an initial invoice/deposit statement that includes the following information: deposit number (first, second, third), amount of deposit, date due, and event dates. This is not always included with the contract (some government entities don't get them). The Contract Administrator uses the system to change the status from prospect to tentative.	
FS061	notifySalesManager	The system sends notification to the Sales Manager that the initial contract is ready for review.	
FS062	evaluateContract	The Sales Manager proofs the contract to ensure that no mistakes have been made and nothing has been overlooked. The system schedules a reminder/trace for the Contract Administrator to create the initial contract.	
FS063	printContractAndPreparePDF	The Contract Administrator uses the system to print the contract. Additionally, the system prompts for a location and file name for the contract to be output in PDF format.	

FS#	Interface	Description	Response
FS064	approveContract	The Contract Approver uses the system to approve the contract and/or prints and initials a copy of the physical contract.	
FS065	scheduleActivitiesForInternalStaff	They system generates numerous activities (reminder traces). This is customizable and configurable based on user roles - i.e., traces (reminders) for sales and operations (ex., maintenance, information technology, catering, etc.).	
FS066	updateContract	The Contract Administrator uses the system to update the Contract. The system captures changes and stores versions while allowing the Contract Administrator to annotate differences between versions.	
FS067	recordPaymentReceivedForContract	The Contract Administrator uses the system to record the check no and other pertinent information related to receiving a signed contract and payment for a scheduled event.	
FS068	modifyBookingStatus	The Contract Administrator uses the system to update the customer's event to Definite status.	
9.0 Provision Work Order			
FS069	generateWorkOrder	The Utility Services Coordinator uses the system to lookup an Event Pre-Plan using a Contract ID to list the associated Work Orders. Work Orders include event representative name, contact information, booth identification, list of services, and additional notes entered by the Utility Services Coordinator. The system generates all the Work Order items to be processed by the Internal Operations Expert.	
FS070	indicateWorkOrderStatus	Based on the Work Orders, the Internal Operations Expert accomplishes the service needs identified in the Work Order. Using a mobile device, the Internal Operations Expert or the Utility Services Coordinator uses the system to indicate Status change. Status indications include pending, completed, and verified. If it's the Internal Operations Expert, the Status change is completed - if it's the Utility Services Coordinator, it's verified. Status change captures user identification, date, time, an associated notes if entered. If a Work Order item is unable to be accomplished the Internal Operations Expert leaves the Status as pending and adds a note regarding the condition of the pending Work Order item. In the case of a floor audit, the Utility Services Coordinator may also include a note in the Work Order item.	

FS#	Interface	Description	Response
FS071	displayWorkOrderList	Using a mobile device, the Internal Operations Expert uses the system to select an Event Name of interest provided by an enumerated list. The system provides a list of Work Order items ordered by location (includes booth number). The Work Order listed items are based on specialized roles such as Event Maintenance, Show IT, Security Coordinator, and Utility Services Coordinator (gets entire list).	
FS072	createSupplementalWorkOrder	If the services in the booth are not the services ordered (i.e., disparity in the work order), the Utility Services Coordinator uses a mobile device to create a Supplemental Work Order. The Supplemental Work Order may include but not limited to event name, contract identification, list of services, product information, quantity, company name, booth number, notes etc. Alternately, the Event Representative (for exhibitors only) may determine that services are missing or not operational. The Event Representative uses a mobile device to generate a Supplemental Work Order containing one or more service items. Services items may be conditional for example, the order of additional IP address may require a switch, or a specific Product may require additional labor, based upon quantity. Any Work Order Item can be reversed to provide a mechanism for Refund/Credits.	
10.0 Schedule Site Visit			
FS073	scheduleSiteVisitForCustomer	The Sales Manager uses the system to annotate a site visit has been scheduled on a specific Customer Account. If the site visit is in relationship to a specific booking, the site visit is added/logged to the specific booking (Contract ID). If the site visit is occurring in the future, then an activity (trace) is scheduled to remind staff of the site visit.	

FS#	Interface	Description	Response
FS074	updateCustomerOrBookingInfo	A member of the Site Inspection Group goes to the Customer Account or a specific Booking (Contract ID) and provides additional information related to the event or the customer. The system automatically sends email notifying the Sales Manager and/or the Sales Director for the booking/Customer, as well as automatically logging the activity. This notification is configurable by activity. The inspection Group cannot make changes to the booking information, or space planning. Only Sales Managers and Directors can affect these kinds of critical changes.	
FS075	updateCustomerInformation	The Sales Manager takes all the information garnered from the site visit with the Event Representative and adds them to the Customer Account and/or the Specific Booking comments (Contract ID). The booking is updated with any salient information (estimated attendance records, space needed, profile, competitors, comments, etc.).	

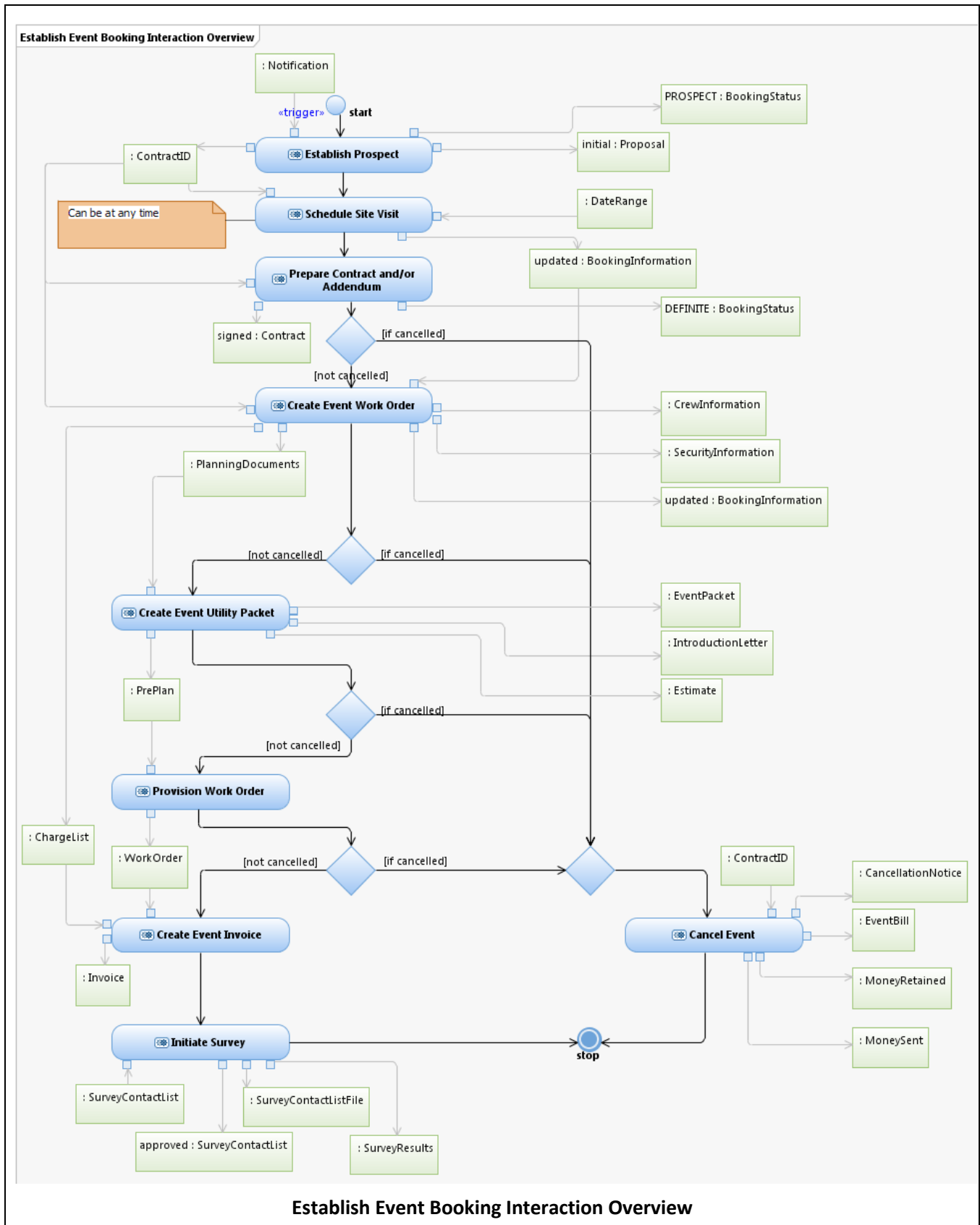
Appendix B

Establish Event Booking System Function Specifications

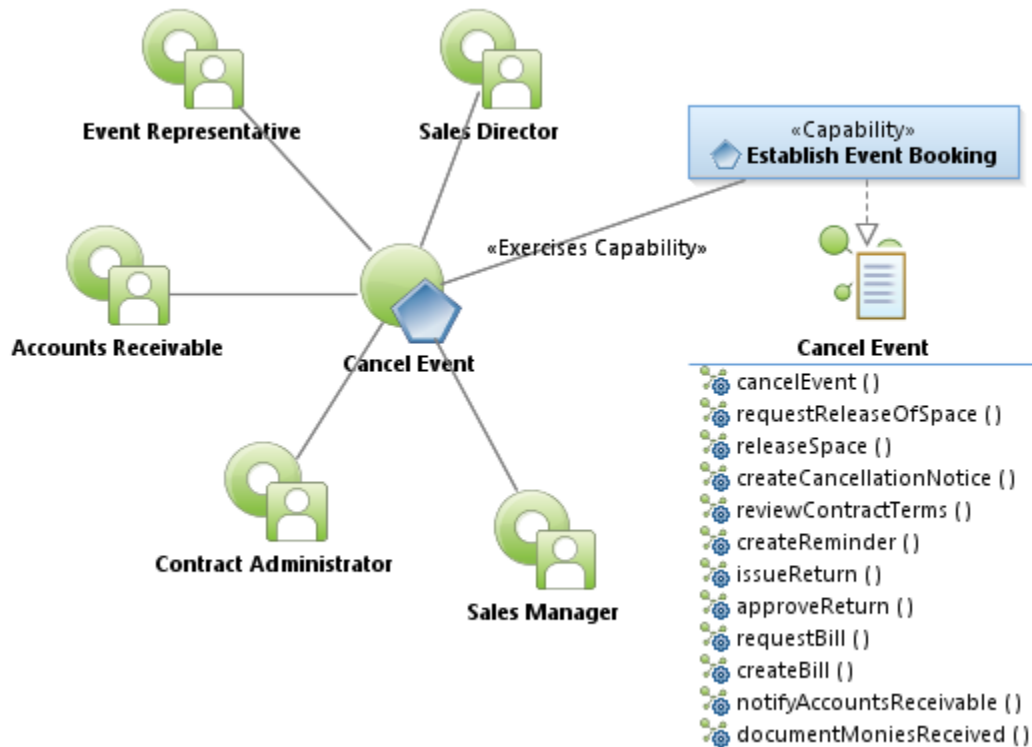
Establish Event Booking Interaction Overview

The following Unified Modeling Language (UML) 2.0 use case models represent the system function requirements (specifications) for the Establish Event Booking capability required by the City of Austin. We identified functional requirements using a functional specification number (ex., FS0xx) on the Table of Interface Descriptions for each use case model presented. We also provided operational specifications (role responsibilities) for completeness and contextual understanding. The sequence diagrams provide contextual (process) business rules such as **opt** [optional depending on the guard condition], **loop** [looping activity depending on guard condition], **ref** [references another use case model, and **alt** [describing alternate flows depending on guard condition]. The following diagram provides an [Interaction Overview](#). The Interaction Overview Diagram is one of the fourteen types of diagrams of the UML, which picture a control flow with nodes that can contain interaction diagrams. The interaction overview diagram is similar to an activity diagram, in that both visualize a sequence of activities. The difference is that, for an interaction overview, each individual activity is pictured as a frame, which can contain a nested interaction diagram – in our model, the interactions are use case sequence diagrams, which contain the functional requirements.

We attempted to be thorough and complete in the Table of Interface Descriptions. However, for some 'intuitively obvious' operational specifications, we left them off the table. Therefore, the sequence diagram provides the best operational process depiction. We recognize the limited graphical capabilities of documents; therefore, each sequence diagram provides an HTML link to a non-cropped JPG view of the complete sequence diagram for easier review.

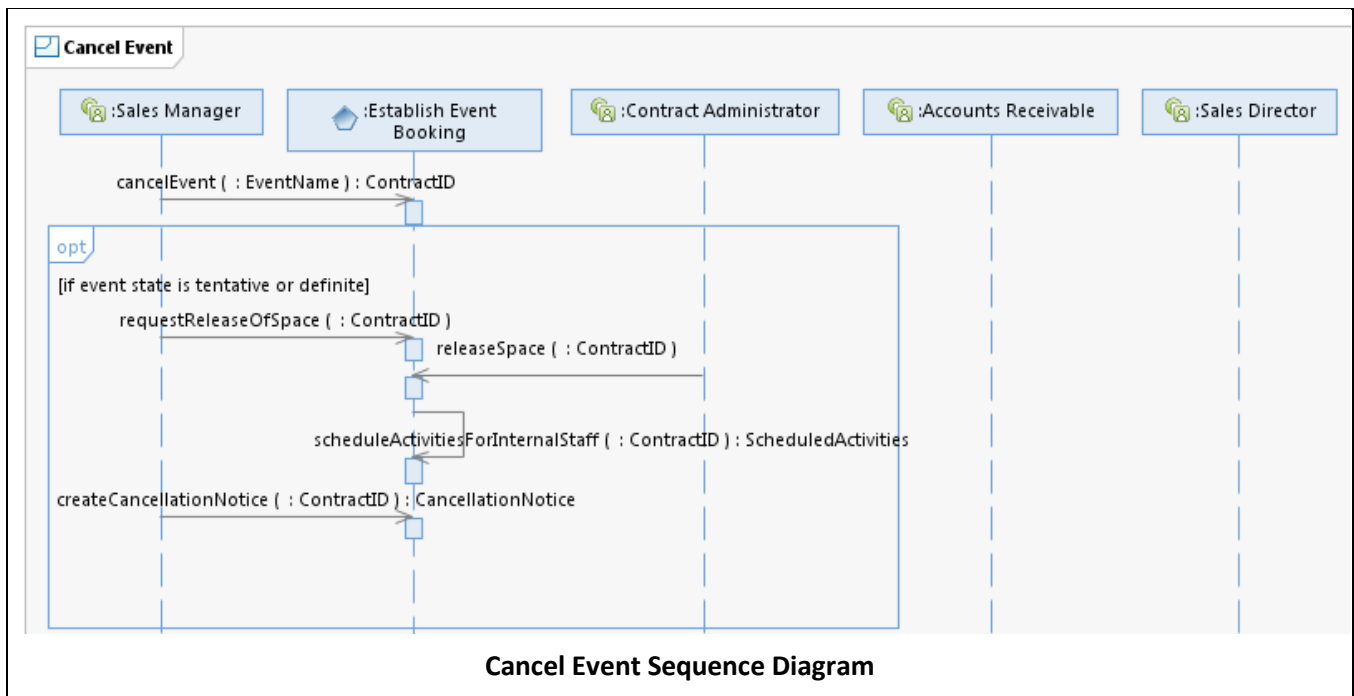


1.0 Cancel Event



Cancel Event Use Case Model

Scope: At any time in the booking process, the Event Representative can cancel their event. The Sales Manager uses the system to cancel an event. If the event is tentative or definite, the Sales Manager uses the system to request release of space and create a Cancellation Notice. If in receipt of a deposit, the Contract Administrator uses the system to review Contract Terms. When a resale is in effect, the Sales Manager uses the system to create a reminder to schedule staff activities. The Sales Manager uses the system to engage Accounts Receivable to either return money collected, bill event representative for owed money, or keep money collected.



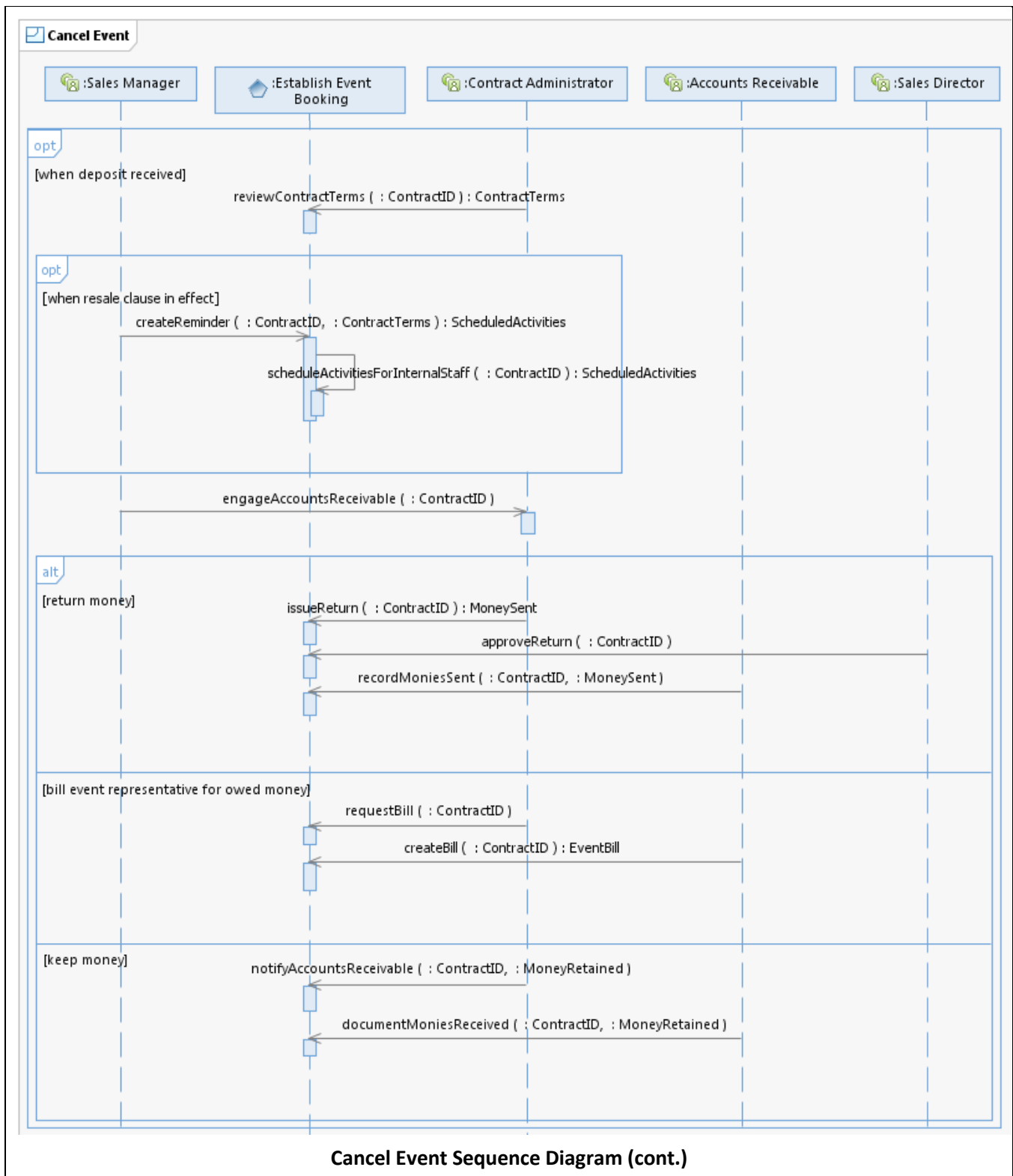
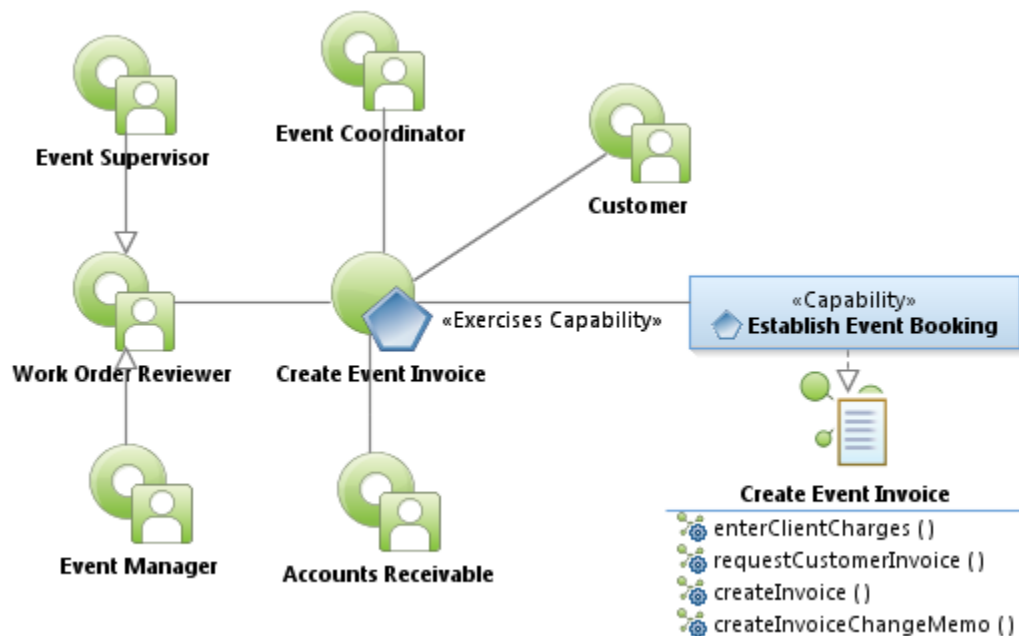


Table of Interface Descriptions

FS#/Type/Interface	Description
FS001 Establish Event Booking/ cancelEvent	When an Event Representative notifies the Sales Manager in writing (email) to cancel event, they must provide event name and date. No cancellation requests are accepted from third parties. Alternately, may choose to cancel an Event without involvement of the Event Representative. The Sales Manager uses the system to cancel the Event. The Sales Manager provides the system with event name, dates, reason for cancellation, who we lost the event to (if applicable). Possible reasons for cancellation (customizable list [enumeration] in the system): lost to another facility, event cancelled, event postponed due to budgetary reasons, and flights (typically airfare cost). Who we lost to (customizable list [enumeration] in the system of other facilities, customizable by system users) may include San Antonio, Fort Worth, etc.
FS002 Establish Event Booking/ requestReleaseOfSpace	The Sales Manager uses the system to notify the Contract Administrator to release the space reserved for a previously entered Event.
FS003 Establish Event Booking/ createCancellationNotice	The Sales Manager uses the system to generate a cancellation confirmation notification to the Event Representative. The notification is created from a template that includes the event name, dates, and contract ID. The Sales Manager may choose to attach a personalized custom correspondence (i.e., email, document, etc.).
FS004 Establish Event Booking/ reviewContractTerms	The Contract Administrator uses the system to retrieve the Contract Terms and conditions and reviews with the Sales Manager. The Sales Manager determines the potential return of deposited funds and confers with Finance. If resale occurs, the Contract Administrator uses the system to create a trace reminder to return deposit on the date of the event.
FS005 Establish Event Booking/ createReminder	The Sales Managers uses the system to create a reminder to have the Accounts Receivable review the event resale clause (contract terms) at the date of event.
Contract Administrator/ engageAccountsReceivable	The Sales Manager requests the Contract Administrator to engage Accounts Receivable to finalize actions required such as return money, bill Event Representative for money owed, or keep money.
FS006 Establish Event Booking/ issueReturn	The Contract Administrator uses the system to request issue of return to Event Representative. Contract ID and amount are included to process return. The system sends a Notification to the Sales Director requesting approval of return. Request includes Contract ID and amount of return.
FS007 Establish Event Booking/ approveReturn	The Sales Director uses the system to approve the return amount for the specified Contract ID. The system requests that Accounts Receivable issue a return to Event Representative. The contract ID, customer, amount, and address are required to complete a return.
FS008 Establish Event Booking/ recordMoniesSent	Accounts Receivable uses the system to record amount of monies returned to the Event Representative noting Contract ID.

FS#/Type/Interface	Description
FS009 Establish Event Booking/ requestBill	The Contract Administrator uses the system to request a bill for the Event Representative noting contract ID, amount due, and reason for bill. The system sends a Notification to Accounts Receivable with a request to create a bill containing Contract ID and amount due.
FS010 Establish Event Booking/ createBill	Accounts Receivable uses the system to create a bill for the Event Representative using the Contract ID, amount due, and reason for bill. The system sends the Event Representative a bill containing Contract ID, event name, amount due, due date, and reason for bill. The system allows the Contracts Administrator and Sales Manager to evaluate the status of the bill (unpaid, paid), collection notices, and other actions taken on bill.
FS011 Establish Event Booking/ notifyAccountsReceivable	The Contract Administrator uses the system to indicate the deposits for the cancelled event are retained. The system notifies Accounts Receivable of retained deposit.
FS012 Establish Event Booking/ documentMoniesReceived	Accounts Receivable uses the system to annotate monies received due to cancellation.

2.0 Create Event Invoice



Create Event Invoice Use Case Model

Scope: At the end of the event, the Event Coordinator uses the system to input all client billable charges. The Work Order Reviewer uses the system to verify and approve the Work Orders. Accounts Receivable use the system to retrieve charges input by Event Coordinator, apply discounts (room night credits, booking credits, food and beverage credits), factors in deposits, add utility client invoice, verifies all information, and creates an final Invoice. Account Receivable mails a hard copy of the final invoice to the client and the Event Coordinator receives a final invoice copy. If there are issues, the Event Coordinator uses the system to create an Invoice Change Memo documenting the concern and corrective action.

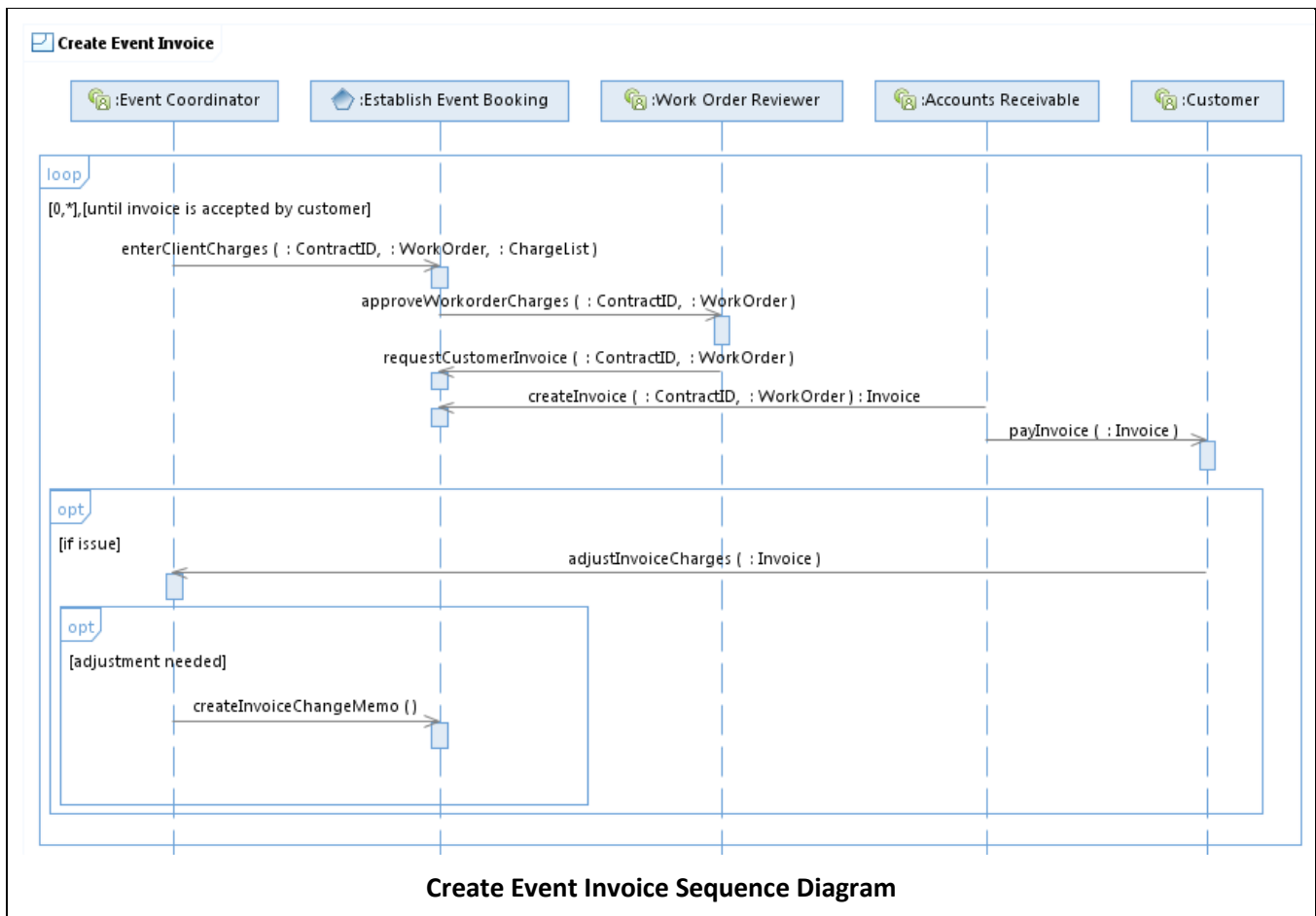
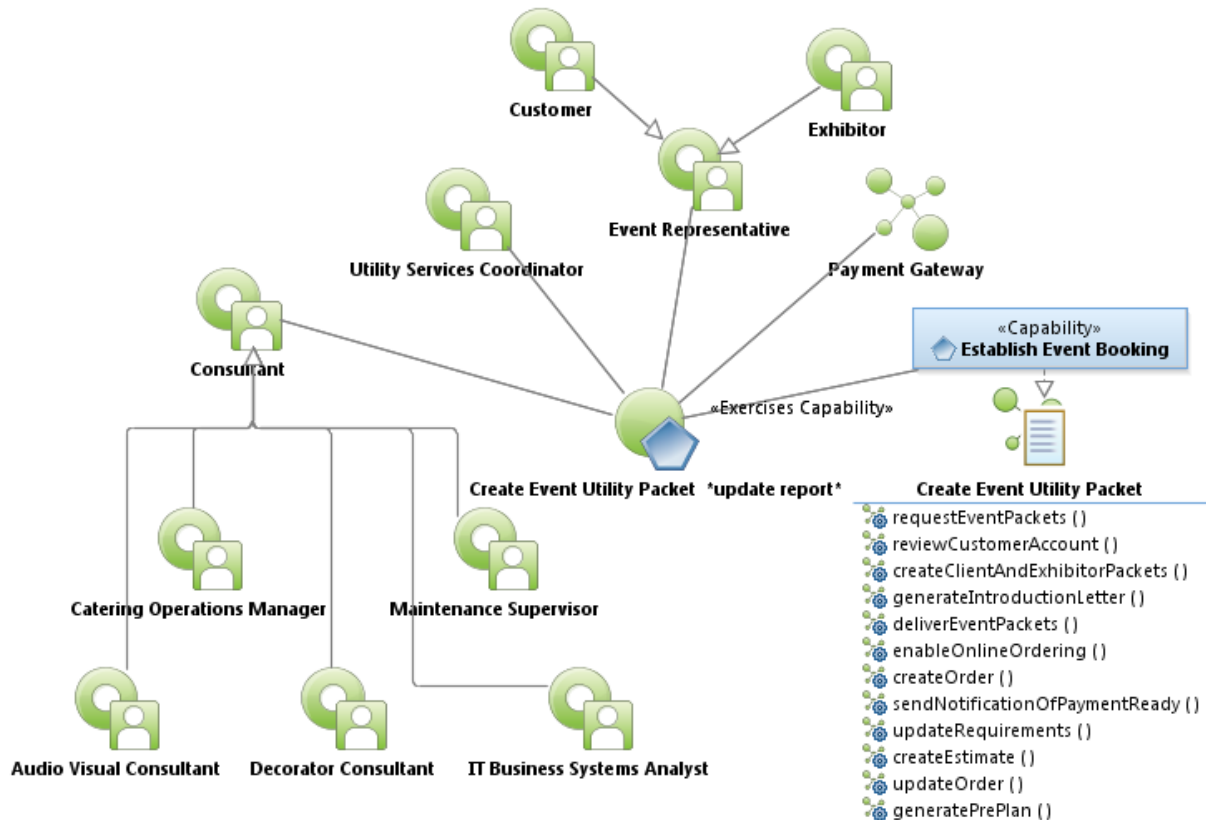


Table of Interface Descriptions

FS#/Type/Interface	Description
FS013 Establish Event Booking/ enterClientCharges	The Event Coordinator uses the system to enter equipment charges, labor charges, security charges, parking charges (when applicable), discounts, facility rentals, damages, and other miscellaneous charges. The Event Coordinator uses the system to indicate the Customer is ready to be billed.
Work Order Reviewer/ approveWorkorderCharges	The Work Order Reviewer is sent a notification (email/text) that the Work Order items are ready for approval. The Work Order Reviewer examines the contract, and compares it with the charges entered for the Work Order. If errors are found, they contact the appropriate coordinator(s) and manipulate/change the Work Order until it is complete and ready for Invoicing. The Work Order Reviewer indicates the Work Order is ready for invoicing and a notification is sent to Accounts receivable to create the final invoice.
FS014 Establish Event Booking/ requestCustomerInvoice	The Work Order Reviewer uses the system to indicate elements of the Work Orders are complete. The system notifies Accounts Receivable that all elements for a Work Order are entered and it is time to create a customer invoice.

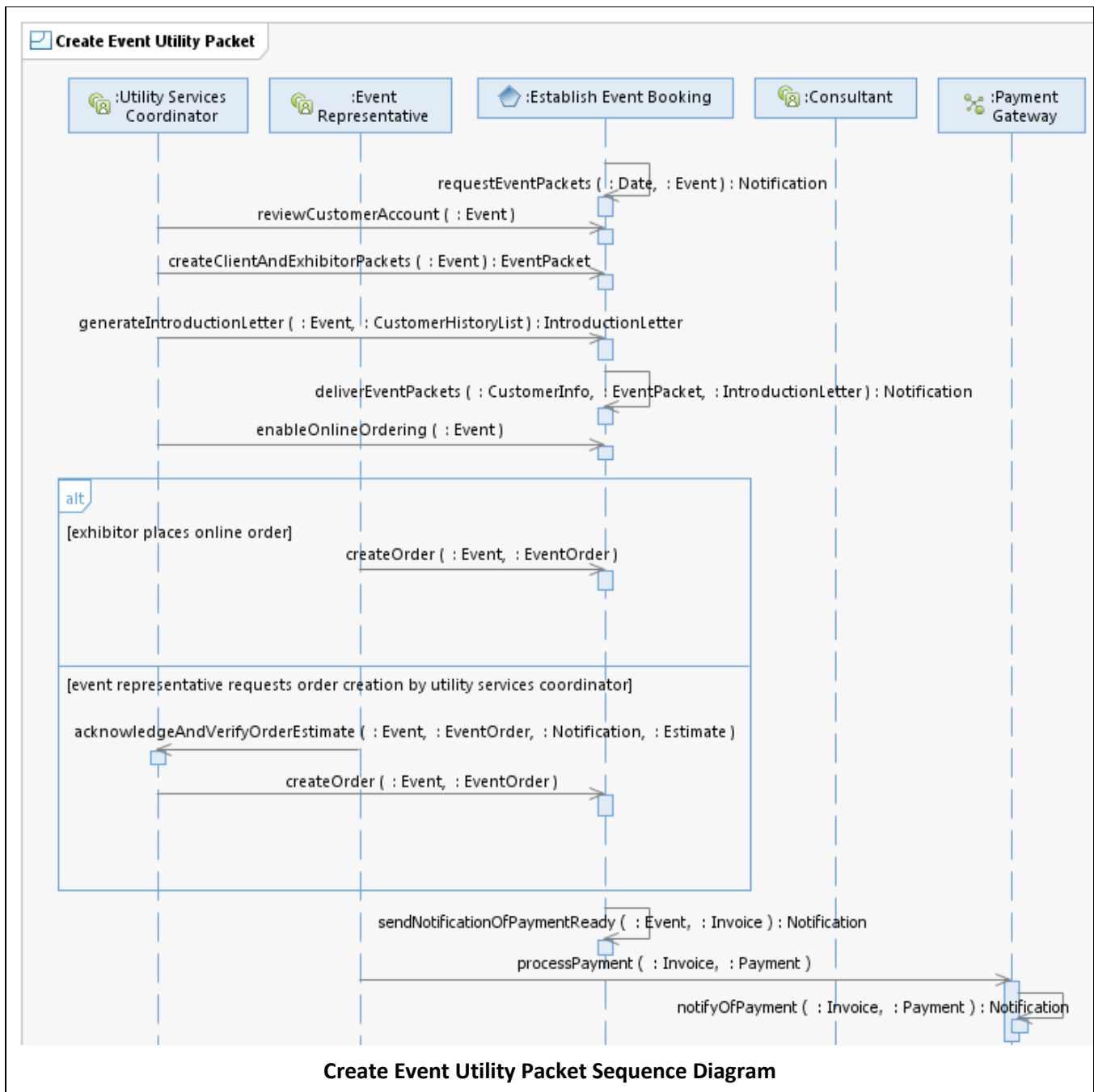
FS#/Type/Interface	Description
FS015 Establish Event Booking/ createInvoice	Accounts Receivable reviews the Work Order items ensuring the client information (address, contact name, etc. are correct) and marks the terms of net 30 for payment due. The invoice includes a preformed address label/payment coupon to the Accounts Receivable. Accounts Receivable uses the system to enter the date the invoice is mailed, creates a PDF version of the invoice, and dispatches a copy of the invoice to the Event Coordinator. If the client only requires soft copy, the invoice is emailed to the client contact - otherwise a hard copy is mailed.
Customer/ payInvoice	The Customer receives the event invoice in the form desired (email or us postal service delivery), and evaluates the charges compared to the contract and determines if there are issues. If there are issues, they notify the event coordinator of the issues, possibly triggering a revised invoice creation. [Technology opportunity: The system provides the Customer the ability to view Work Order items online via a Web portal, is desirable. Not all customer issues result in invoice modification.]
Event Coordinator/ adjustInvoiceCharges	The Event Coordinator receives notification from the customer about invoice specifics. The Event coordinator reviews the contract, associated Work Order and attempts to resolve the concern. Should changes be necessary, the Event Coordinator makes adjustments to the Work Order and begins the Create Event Invoice process again by entering client charges.
FS016 Establish Event Booking/ createInvoiceChangeMemo	The Event Coordinator determines adjustments (credits or debits) are necessary for the Invoice. The Event Coordinator uses the system to document adjusted Work Order items indicating debit or credit amount, the justification for the change, the Contract ID for which this applies, and any supporting documentation.

3.0 Create Event Utility Packet



Create Event Utility Packet Use Case Model

Scope: The Utility Services Coordinator receives a trace (activity) Notification from the system 3-6 months prior to an Event with a reminder to use the system to create an Event and associated Client Packet and Exhibitor Packet with a Cover Letter as a PDF document and email it to the Client. The Utility Services Coordinator uses the system to examine event specifics and notes the Contract ID for the Event. The Client Packet has a select amount of utility services that are not included on the Exhibitor Packet and vice versa. The Utility Services Coordinator uses the system to enable the Event for Online Ordering. Online Ordering is a Web-based portal allowing the Event Representative to order and pay for their desired utility services for a specific Event. Both Client and Exhibit Packets include utility services with three pricing levels to include incentive, standard and floor rate. The incentive rate applies to utility services ordered by the incentive deadline date. Standard rate is the standard price for the utility services. Floor rate charged for utility services ordered during the Event. The Utility Services Coordinator communicates directly with the Event Representative regarding their needs, answering questions, etc. Within 30 days, the Utility Services Coordinator sends the Client an estimate for their requested utility services. Within 7 days of the event, the Utility Services Coordinator creates a utility Pre-Plan. The Client and Consultants (i.e., Audio Video Consultant, Decorator Consultant, Catering Operations Manager, etc.) provide floor diagrams with desired electrical and technical services indicated with exact locations and are included in the utility Pre-Plan. The Event Services Coordinator emails the utility Pre-Plan to Maintenance Supervisor and IT Business Systems Analyst. The system provides a Web portal by which external partners (Audio Video Consultant and Decorator Consultant, parking, and Catering Operations Manager, etc.) can examine details associated with the event and provide feedback to the Event Coordinator at any time. This provides a more global view of resources required for multiple events.



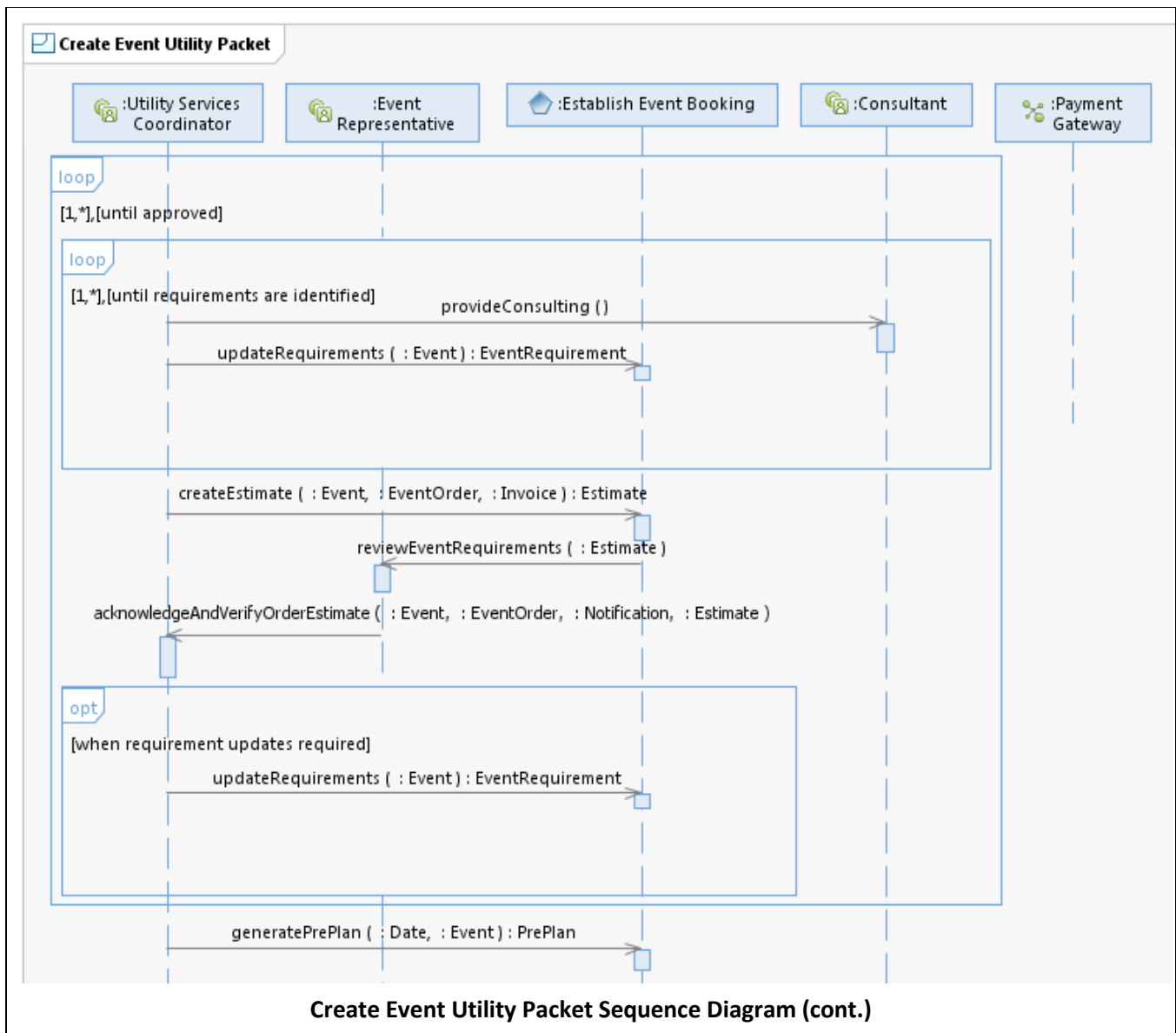


Table of Interface Descriptions

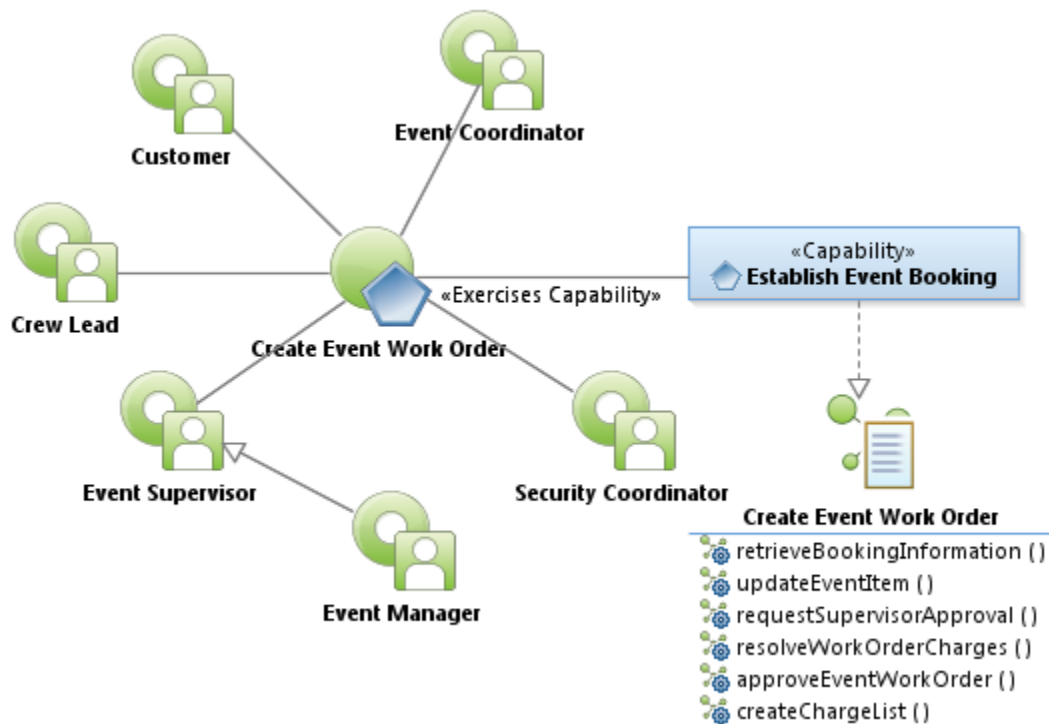
FS#/Type/Interface	Description
FS017 Establish Event Booking/ requestEventPackets	3-6 months prior to an Event, the system sends a Notification to the Utility Services Coordinator instructing them to create Event Packets for the Client and the Exhibitor, providing the contract ID, event name, space, notes from sales, etc. The system requests Utility Services Coordinator to verify auto-reassigned traces.
FS018 Establish Event Booking/ reviewCustomerAccount	The Utility Services Coordinator uses the system to review type of event, dates, space, booking notes, and contract clauses for accuracy. The system allows the Utility Services Coordinator to make changes as necessary, recording who made the change, the date the change was made and by whom.

FS#/Type/Interface	Description
FS019 Establish Event Booking/ createClientAndExhibitorPackets	The Utility Services Coordinator uses the System to create the Client and Exhibitor Packets based on templates. Event Packets include the following: (1) cover letter (client name, contract ID, event name, show dates, move in/out dates, discount rate deadlines, standard rate deadlines, floor rate applicable date, contact information for Austin Convention Center, name and contact information of utility services coordinator), (2) Table of contents, (3) List of all products and services unique to client and exhibitor (telephone, electrical, technology). To include standard pricing incentive and floor pricing, (4) Exhibitor booth diagram, (5) Order form, (6) Installation notice, (7) Wifi guidelines, (8) Policies and procedures for electrical, (9) Service yard and entry rules, (10) Fire regulations, (11) Booth security services and procedures, (12) Booth security order form, (13) Catering menu - booth catering order form - guideline for sample food and beverage.
FS020 Establish Event Booking/ generateIntroductionLetter	The Utility Services Coordinator uses the system to draft an Introduction Letter from an introduction template. The letter welcomes the client to the Austin Convention Center or Palmer Event Center (note: the system provides a mechanism for different templates allowing alternate letters based on situation). The letter lists the Utility Services Coordinator's name, the event name and dates, deadline information, details relative to event (person referred, first event, if repeat event letter contains information on previous event services), and link to online ordering. Attached to the Introduction Letter are previous invoices for past events, Client and Exhibitor Packets.
FS021 Establish Event Booking/ deliverEventPackets	The system sends the Introduction Letter, Event Packet, and Attachments to the Event Representative via email.
FS022 Establish Event Booking/ enableOnlineOrdering	The Utility Services Coordinator uses the system to enable online ordering for the Event. Online ordering allows Clients and Exhibitors the ability to choose from a reduced list of services via a web order form and process credit card payment for that order.
FS023 Establish Event Booking/ createOrder	The Event Representative uses the online order feature of the system to create their event services order or return packet with requested requirements. If using the online order, the Event Representative picks the Event Name. The Event Representative enters their name, company name, address, booth number, telephone numbers, email address, services they wish to order, and attaches a scanned booth diagram with annotations. If the Event Representative returns the Packet the Utility Services Coordinator uses the system to create the order and enters the Event Representative name, company name, address, booth number, telephone numbers, email address, services they wish to order, and attaches a scanned booth diagram with annotations.

FS#/Type/Interface	Description
Utility Services Coordinator/ acknowledgeAndVerifyOrderEstimate	The Event Representative notifies the Utility Services Coordinator via email of their receipt and verification of services listed on Estimate or Event Order. If the Event Representative does not verify services on Estimate they include a list of proposed changes or deletions of services. If the Event Representative verifies the services on the Estimate, they sign the Estimate.
FS024 Establish Event Booking/ sendNotificationOfPaymentReady	The system sends the Event Representative an email notification informing them their order is ready for payment. The email includes a copy of the order, total, and a link to a payment gateway.
Payment Gateway/ processPayment	The Event Representative reviews customer order, enters their credit card information (credit card number, expiration date, name as shown on card, card type, security code, zip code, email address), and processes the payment for their order.
Consultant/ provideConsulting	The Utility Services Coordinator requests Catering Operations Manager to provide utilities (electrical, telephone, technical, water) catering requirements for concessions and catering functions for event, and exhibit booth orders. The Utility Services Coordinator requests Maintenance Manager to provide consulting regarding utilities (electrical, telephone, water) requirements. The Utility Services Coordinator requests Decorator Consultant to provide utilities (electrical, telephone, technical, water) requirements for event. The Utility Services Coordinator requests Audio Visual Consultant to provide utilities (electrical, telephone, technical) requirements. The Utilities Services Coordinator requests that the IT Business Systems Analyst provide consulting on utilities (telephone, technical) requirements for event.
FS025 Establish Event Booking/ updateRequirements	The Utility Services Coordinator uses the system to update event requirements. Event requirements include catering, maintenance, audio visual, decorating, and information technology as needed. Under some circumstances, the Utility Services Coordinator uses the system to update the requirements based on an Estimate. If no changes are required Utility Services Coordinator uses the system to update Estimate as approved.
FS026 Establish Event Booking/ createEstimate	The Utilities Service Coordinator uses the system to create an estimate based on the Event Order. The estimate contains all details procured from internal and external operations experts (Consultant), all needed utility services (electrical, technical, water, telephone), pricing schedules, the amount due, and lines for signatures. The system sends an email notification to the Event Representative. The estimate is attached to the email. Email requests approval of estimate.
Event Representative/ reviewEventRequirements	The Event Representative reviews the Event Requirements.

FS#/Type/Interface	Description
FS027 Establish Event Booking/ generatePrePlan	The Utilities Service Coordinator uses the system to create a utility Pre-Plan based on the Event Order seven days prior to the Event. The Pre-Plan contains the following: (1) All details procured from event representative and internal AND external operations experts, (2) All needed utility services (electrical, technical, water, telephone), (3) Move in dates, (4) Move out dates, (5) Diagrams, (6) Event name, (7) Show dates, (8) All client information, (9) Utility coordinator and schedule for utility coordinators, service desk, (10) Exhibitors with booth numbers, requirements, and diagram, (11) Labels, and (12) Locations of services.

4.0 Create Event Work Order



Create Event Work Order Use Case Model

Scope: The Event Coordinator uses the system to retrieve event Booking Information to include the ability to provide a Customer Planning Documents. The Event Coordinator, Crew Lead, Security Coordinator, and Event Supervisor use the system to update Event Items such as Planning Documents, Booking Information, Crew Information, Security Information and Timelines. Once the Event Coordinator uses the system to indicate Event Items are ready for Event Supervisor approval. The Event Supervisor uses the system to request changes or approve Work Order items for a specific Contract ID. Finally, the Event Coordinator uses the system to construct a Charge List used in Create Event Invoice. The Pre-Plan and indicates charges assigned to the specific event and at what cost and is the basis for the Charge List.

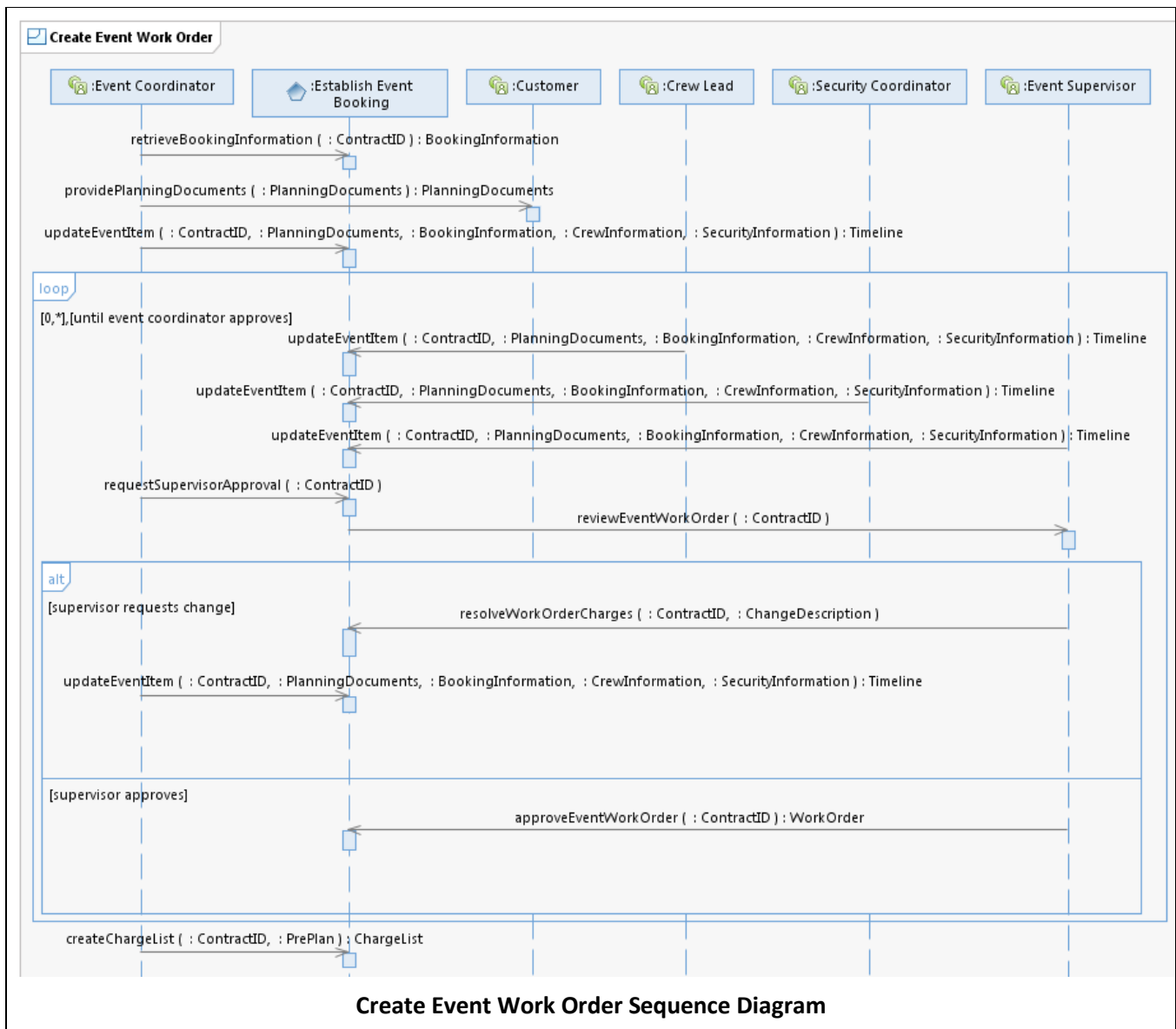
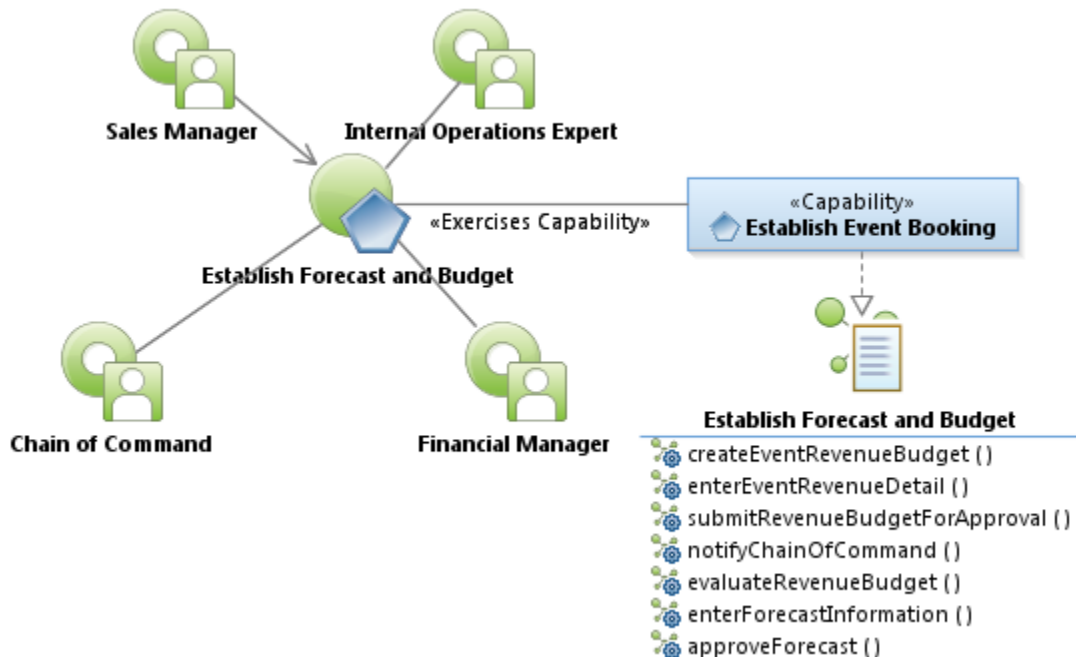


Table of Interface Descriptions

FS#/Type/Interface	Description
FS028 Establish Event Booking/ retrieveBookingInformation	Event Coordinator uses the system to open the client account and examines the Booking Information to determine the needs for the day, analyze everything about account that Sales has provided. The Event Coordinator takes planning information from the Client and inputs the information into the system using convention center standards and conventions.
Customer/ providePlanningDocuments	The Event coordinator reaches out to the client via phone, meeting, site tours, and emails and gathers client event information. As part of this effort, the Event Coordinator provides the customer with a Planning Document, which they fill out and return to the Event Coordinator.

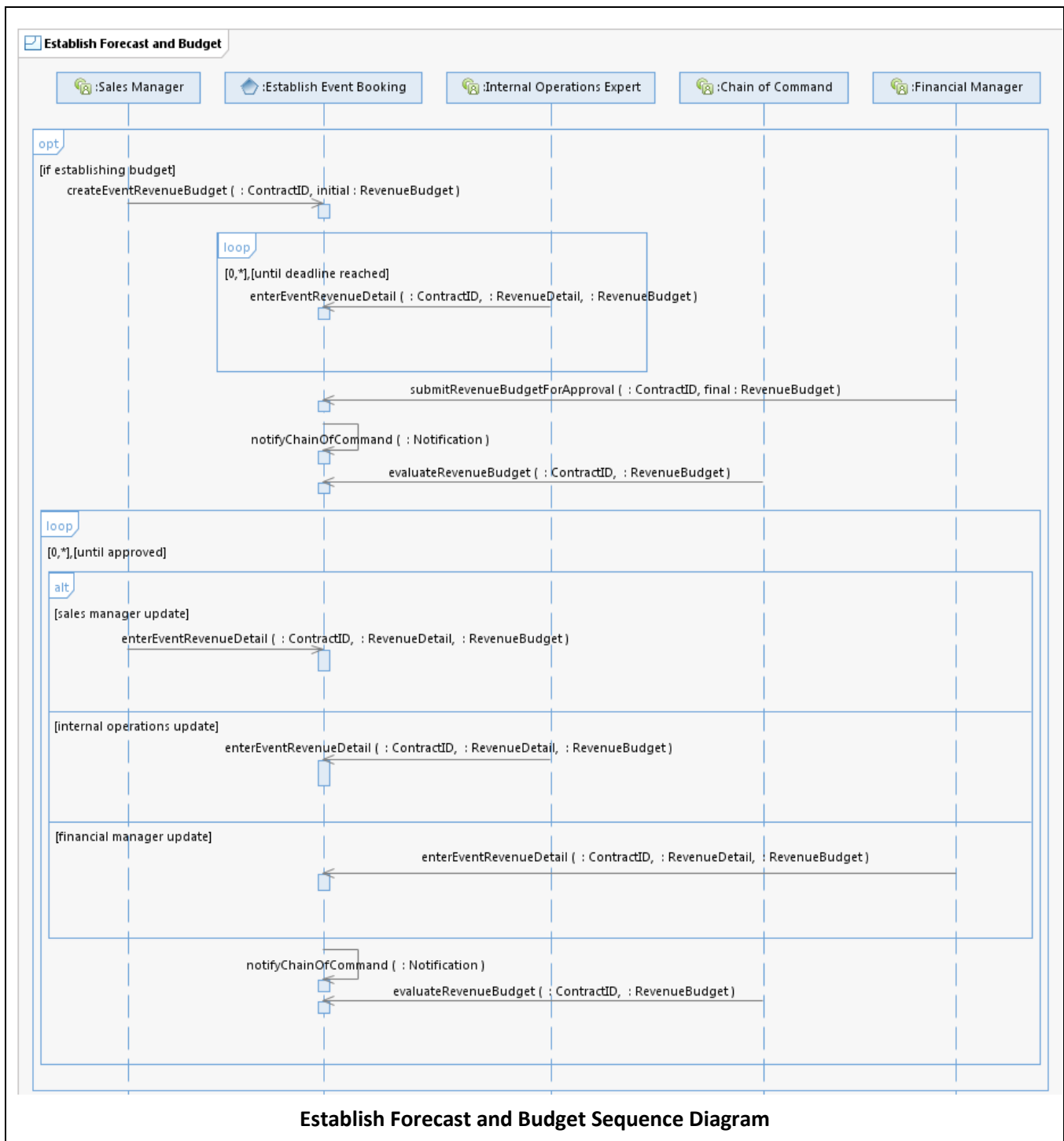
FS#/Type/Interface	Description
FS029 Establish Event Booking/ updateEventItem	The Event Coordinator, Crew Lead, Security Coordinator and Event Supervisor use the system to make changes to the Event Work Order(s) associated with a Contract ID. [Note: An event Work Order for the contracted space and separate Work Orders for each day of the event with associated event items for all the services required.] Updates include booking information (including free-flow of information that the system does not allow by predefined value list), Planning Documents, security information, crew information, or any of the free form text items added manually to the Event Work Order. The system allows for the creation of Template Profiles - groups of events used for future Work Orders. The Event Coordinator, Crew Lead, Security Coordinator and Event Supervisor use the system to create Timelines by adding a new Event Line. This could be one of many items to include event name, time and location (unlock doors at 6 AM, general session 10 AM, etc.) prefunction space, dock space, security details, timing for setup and teardown by both internal employees and vendor, move-in/move-out days/times, registration, book signings, breakfast/lunch/dinner food functions, plated versus buffet meals, breakouts and meetings, bag stuffing, trade show open, client staff show offices, computer labs, poster sessions, food and beverage, room changeovers, room refresh. Each are outlined as part of the Timeline. The timeline may include meeting room schedule details (location, start date/time, end Date/time, meeting title, speaker name, private or public), added by the Event Coordinator or the event Representative via a Web portal. Timeline results populate digital signs.
FS030 Establish Event Booking/ requestSupervisorApproval	Using the system, the Event Coordinator indicates the Event Work Order is ready for the Event Supervisor to approve the invoice items. The system notifies the Supervisor (email, text or creates an activity for the supervisor) that input is required.
Event Supervisor/ reviewEventWorkOrder	The Event Supervisor uses the system to review the charges against the contract for accuracy, charges against itemized invoices from the other units (crew, security, parking, catering), ensures applicable discounts are applied, and verifies account and billing information. If the Supervisor signs off on the Work Order, the Event is ready to be invoiced. If the supervisor has issues with the charges, they contact the Event Coordinator and request review of the portions in question.
FS031 Establish Event Booking/ resolveWorkOrderCharges	If the supervisor has issues with the charges listed on the Event work Order, they contact the Event Coordinator and request they review the portions in question. The system sends a notification to the Event Coordinator (email, text, activity scheduled) indicating the work order is not yet ready for invoicing.
FS032 Establish Event Booking/ approveEventWorkOrder	The Event Supervisor signs off on the event Work Order, indicating the Contract ID is ready to be invoiced. The system sends notification to the Accounting Department notifying of the completion of the Event Work Order creation.
FS033 Establish Event Booking/ createChargeList	The Event Coordinator uses the system to construct a Charge List used in Create Event Invoice. The Charge List is based on the Pre-Plan and indicates the charges assigned to the specific event and at what cost.

5.0 Establish Forecast and Budget



Establish Forecast and Budget Use Case Model

Scope: The Sales Manager and Internal Operations Experts use the system to enter events as forecast items up to five Fiscal Years in advance. Forecasts use Fiscal Year boundaries modifiable at any time. Budgets also use Fiscal Year boundaries and cannot be modified once approved by Chain of Command. The Budget and Forecast includes all estimates for an event for each of the revenue categories (facility gross rental, credit food and beverage, room night credit, facility net, damages, equipment rental, technical services, utility services, telecom, general labor, security, garage daily, garage validation, garage contract, garage total, catering, audio visual, rental, scooter rental, retail sales, shoe shine, and other concessions). The system must have the ability to add new Revenue Categories.



Establish Forecast and Budget Sequence Diagram

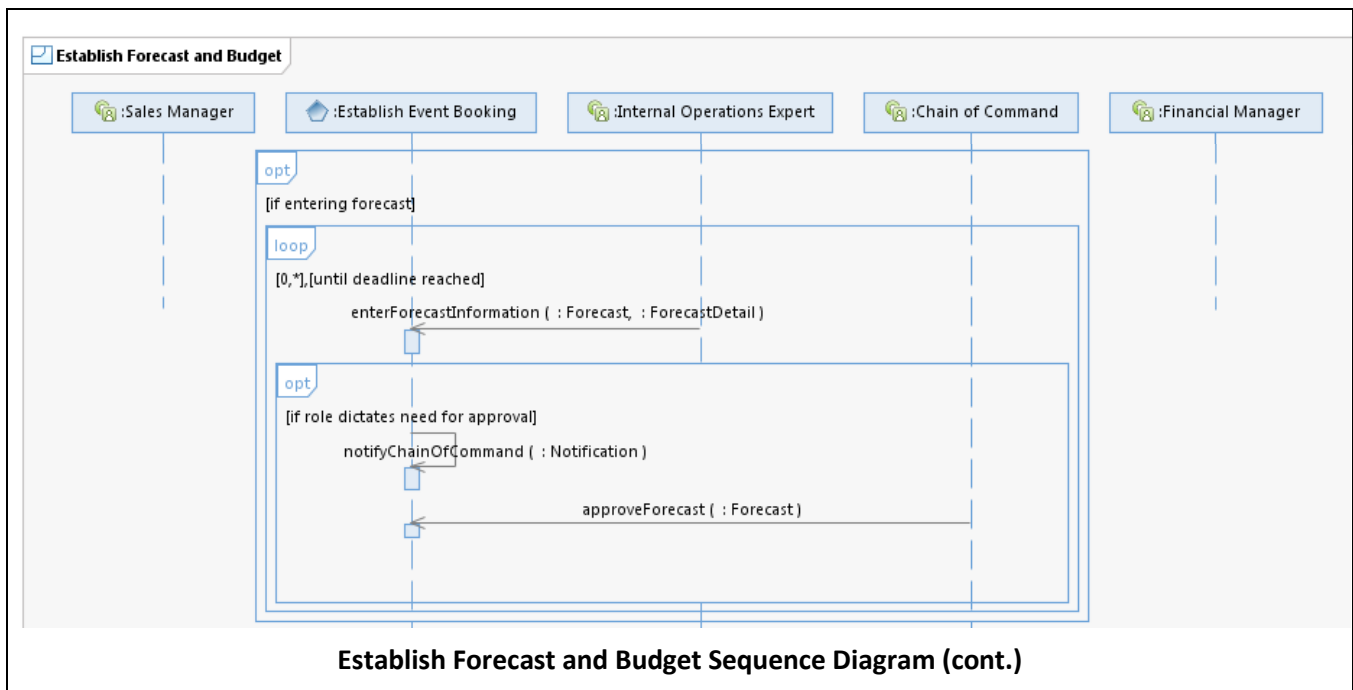
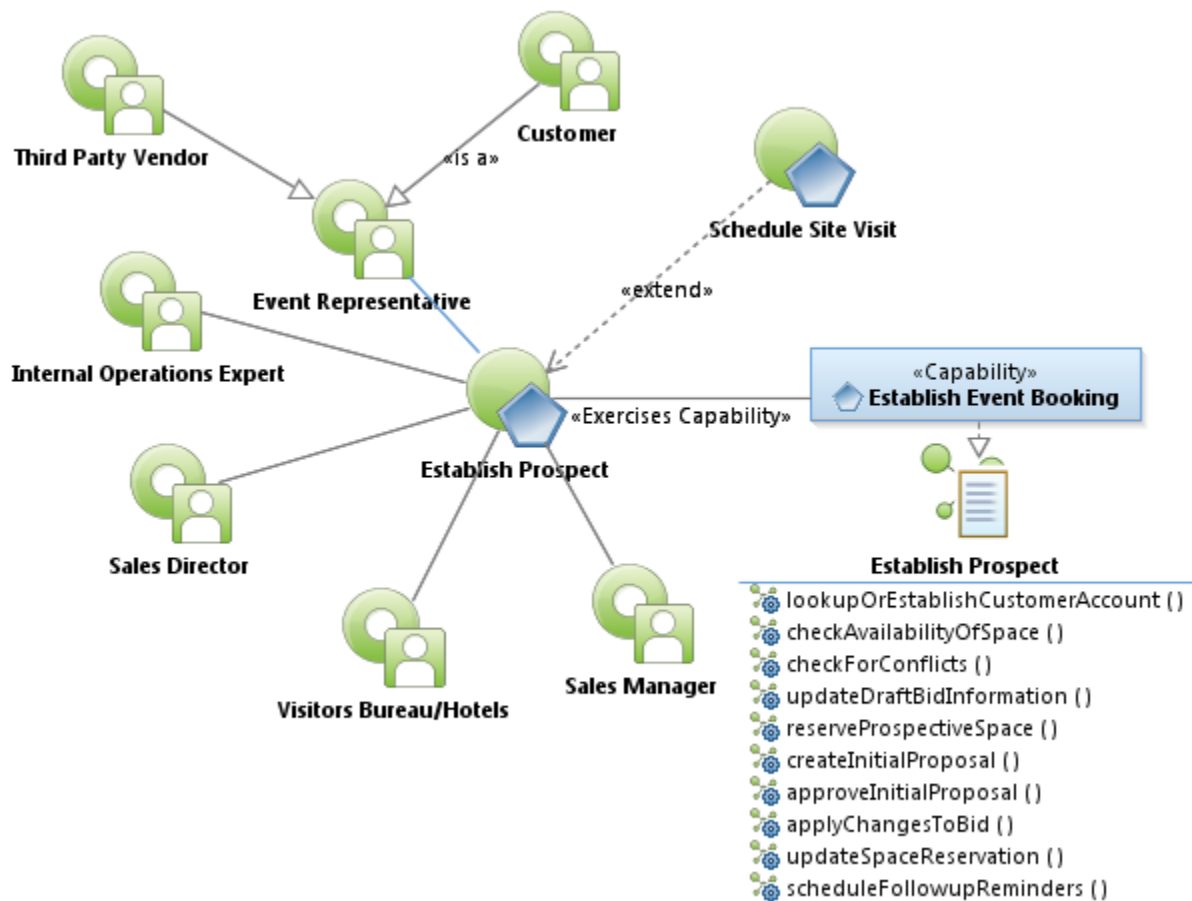


Table of Interface Descriptions

FS#/Type/Interface	Description
FS034 Establish Event Booking/ createEventRevenueBudget	The Sales Manager (or designee) uses the system to enter the Event Revenue Estimate to include account name, event name, status (prospect, tentative, definite, unscheduled/bluesky), event year, space used, location/unit number (Austin Convention Center, Palmer Event Center, Library, etc.), event type (convention, consumer show, conference, food and beverage event, sporting show, internal), estimated attendance, number of show days, move-in date, move-out date, revenue categories include facility gross rental, food and beverage credit, room night credit, booking credit, equipment rental, technology services, utility services, telecom, general labor, security, garage daily, garage contract, garage validation, garage total, catering, audio visual, rigging, shoe shine, scooter rental, and other concessions). The system provides the ability to modify the numeration for status, event type, location/unit number, event type, and revenue categories.
FS035 Establish Event Booking/ enterEventRevenueDetail	The Sales Manager, Internal Operations Expert, and Financial Manger use the system to provide event Revenue Detail to establish estimates and projections.
FS036 Establish Event Booking/ submitRevenueBudgetForApproval	The Financial Manager uses the system to indicate all Event Revenue estimates are entered and ready for Budget creation and approval.
FS037 Establish Event Booking/ notifyChainOfCommand	The system sends a Notification to the Chain of Command indicating the Revenue Budget is ready for review or approval.
FS038 Establish Event Booking/ evaluateRevenueBudget	The Chain of Command uses the system to provide approval of the event revenue estimate, thereby creating a Revenue Budget.

FS#/Type/Interface	Description
FS039 Establish Event Booking/ enterForecastInformation	The Internal Operations Expert uses the system to enter their respective Forecast information to include account name, event name, status (prospect, tentative, definite, unscheduled/bluesky), event year, space used, location/unit number (Austin Convention Center, Palmer Event Center, Library, etc.), event type (convention, consumer show, conference, food and beverage event, sporting show, internal), estimated attendance, number of show days, move-in date, move-out date, revenue categories (facility gross rental, food and beverage credit, room night credit, booking credit, equipment rental, technology services, utility services, telecom, general labor, security, garage daily, garage contract, garage validation, garage total, catering, audio visual, rigging, shoe shine, scooter rental, and other concessions). The system provides the ability to modify event type, location/unit number, event type, and revenue categories.
FS040 Establish Event Booking/ approveForecast	The Chain of Command uses the system to approve the Forecast. The system sends notification to all Internal Operations Experts who have contributed to the Forecast budget estimate.

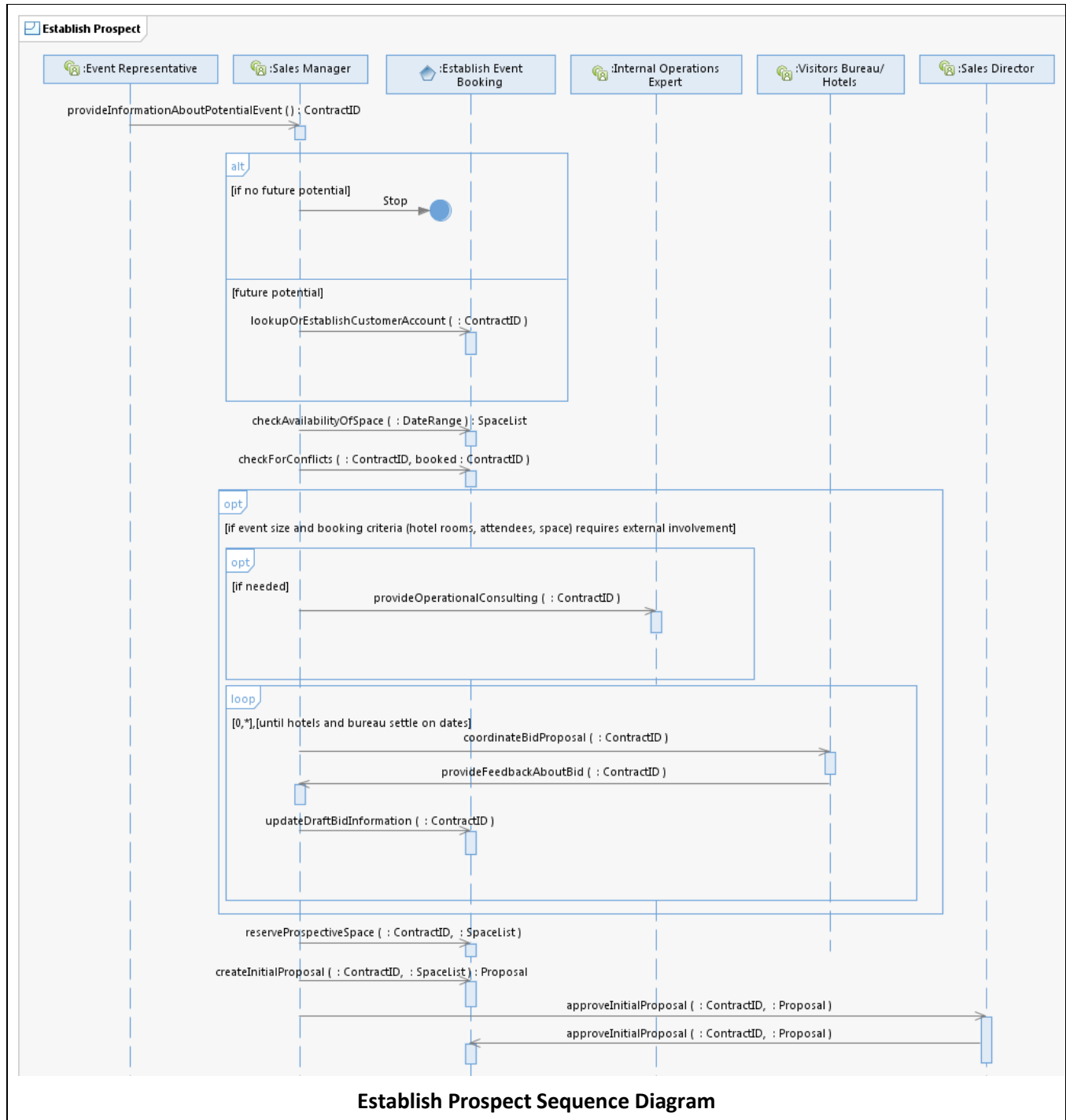
6.0 Establish Prospect



Establish Prospect Use Case Model

Scope: The Event Representative, who could be the actual Customer or a Third Party, contacts the Austin Convention Center for information about a potential event. The Sales Manager determines if the customer is

viable based on a number of factors and if promising, establishes a Customer Account (or use existing customer account.) The Sales Manager uses the system to check availability of space and check for conflicts. If the event size and booking criteria requires external involvement, the Sales Manager may request Internal Operations Expert to provide operational consulting and coordinate with Visitors Bureau/Hotels to coordinate bid proposal until Visitors Bureau/Hotels settle on dates. Once dates are established, the Sales Manager uses the system to reserve prospective space and create the initial bid. The Sales Director uses the system to approve the initial Proposal. The Sales Manager reviews the Proposal with the Event Representative and uses the system to apply any necessary changes to the bid. The Sales Manager uses the system to cancel an event or update space reservation.



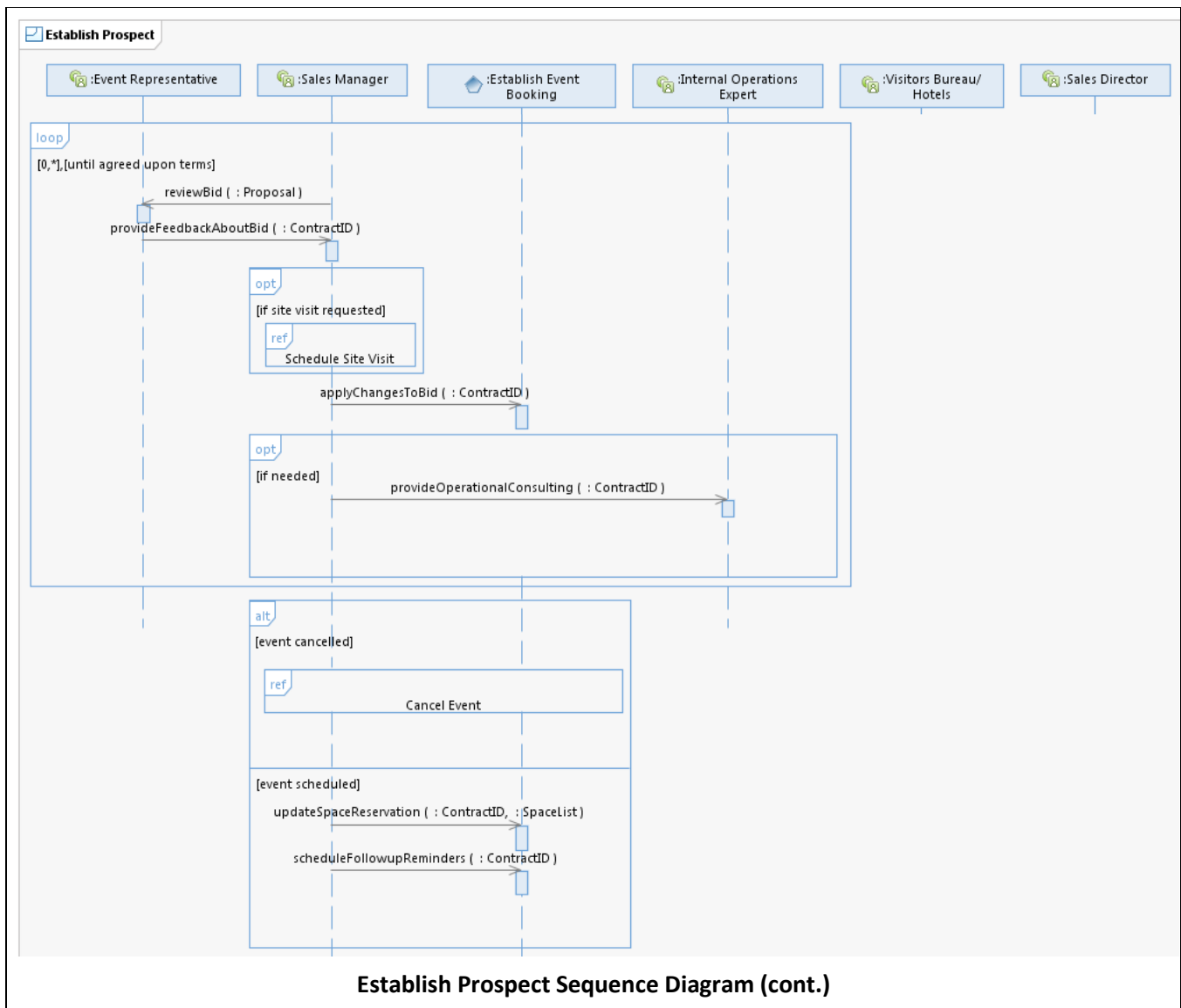


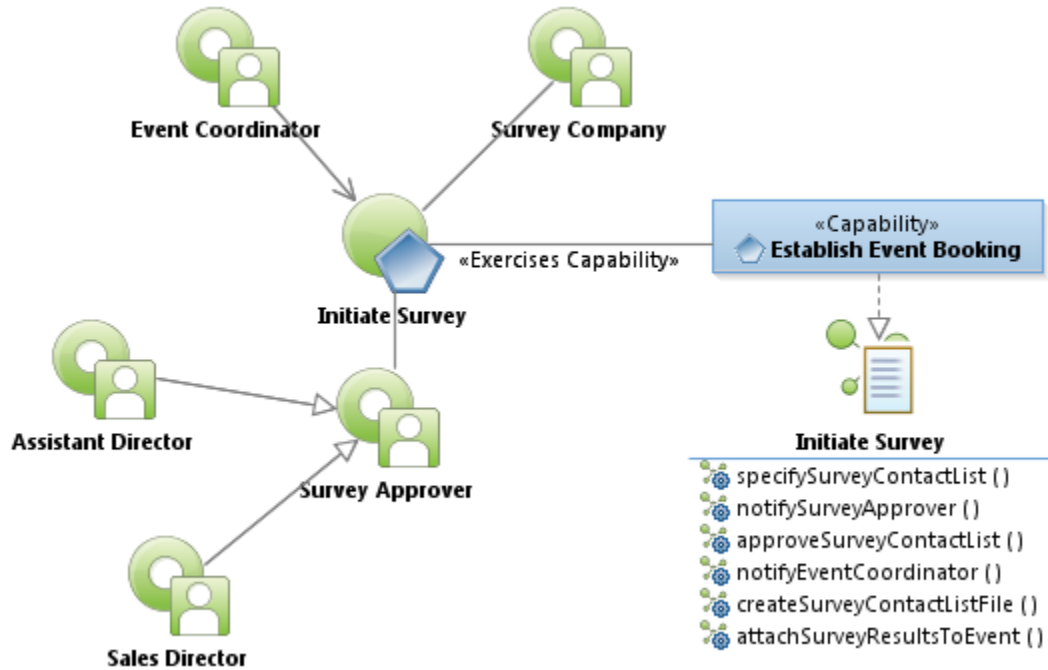
Table of Interface Descriptions

FS#/Type/Interface	Description
Sales Manager/ provideInformationAboutPotentialEvent	The Sales Manager obtains the name of event, type of event, industry demographic, space requirements, history (past event locations), type of organization, attendee, load-in time, setup requirements, food and beverage needs, operational requirements (security, IT, parking, etc), how many hotel rooms needed and day pattern (weekends, holidays, their flexibility). An inquiry can come from customer, the convention visitors bureaus, phone, email, another third party (conference direct/AMEX, travel, etc.), interoffice, Chamber of Commerce, etc.

FS#/Type/Interface	Description
FS041 Establish Event Booking/ lookupOrEstablishCustomerAccount	Using the company name/legal name/acronym, the Sales Manager searches the system to determine if there is an existing customer account. If there is not an existing customer account and the inquiry is a viable lead, the Sale Manager creates a customer Account using company name/legal name/acronym, industry demographic, type of organization, contact names, lead source, address, if there is a third party relationship. Sometimes more than one account is created to describe a hierarchy (parent/child) relationships, ex., one account for University of Texas and one for the math department.
FS042 Establish Event Booking/ checkAvailabilityOfSpace	Once the customer meeting requirements are received, the Sales Manager uses the system to pull up an Event Diary which displays a grid indicating who is in what room, when, group status (current system color codes - contracted groups are displayed in one color, definite groups are in another - the system allows for the displayed colors to be configured), and what's currently available. The grid allows the Sales Manager to drill down to see other options offered to other potential groups. When a customer negotiates for business, they may provide several dates and space option(s) and each option is specified in the Event Diary. The Sales Manager uses the system to change the reserve space options and the system indicates different offerings and available space. The Grid also allows the Sales Manager to schedule site visits during times in which there is little or no event activity, as deemed appropriate by the Sales Manager.
FS043 Establish Event Booking/ checkForConflicts	The Sales Manager uses the system to examine simultaneous bookings within the building to ensure there are no conflicts from opposing groups (competing organizations, attendee volumes, opposing functions, operational limitations, holidays, etc.). The System provides feedback about groups within the same demographic that fall within a period of time. The Sales Manager can inquire the system to discover specific demographic groups scheduled within a date time range.
Internal Operations Expert/ provideOperationalConsulting	The Sales Manager determines the customer needs input from one of the Convention Center Operational experts. Includes various disciplines such as security, IT, utilities, food and beverage, etc. The Sales Manager communicates with the Internal Operations Expert to obtain needed information, price information, etc. If necessary, the Internal Operations Expert may contact the Event Representative directly and communicate any necessary changes to the Sales Manager.
Visitors Bureau/Hotels/ coordinateBidProposal	The Sales Manager coordinates with hotels and Convention Center to establish mutually available dates.
Sales Manager/ provideFeedbackAboutBid	The Sales Manager reviews the provided feedback about the event to annotate in the system and updates traces (scheduled activities) for follow up.
FS044 Establish Event Booking/ updateDraftBidInformation	If needed, the Sales Manager updates the Customer Account to reflect needed changes (dates, location of events, etc.).

FS#/Type/Interface	Description
FS045 Establish Event Booking/ reserveProspectiveSpace	The Sales Manager uses the system to match the space requested to what's available, reserves the space indicating the Event dates, notes, user defined fields, abbreviation, type of event, booking name, number of room nights, peak rooms, deadline date, rental cost, anticipated credits, source group, lead sources, number of rooms on Sunday, Contract ID, move in and move out dates for the event. The space reservations default from 6 AM to midnight blocks. [Note: Most leases are full day, even though an event may only use a specific time window.]
FS046 Establish Event Booking/ createInitialProposal	The Sales Manager uses the system to generate a proposal that outlines dates available and pricing, the proposal includes links to operations manuals online and other information. Sometimes the proposal includes multiple space configurations/dates and sometimes only one is provided. The system provides calculated credits as well.
Sales Director/ approveInitialProposal	The system provides indication to the Sales Director that an Initial Proposal is ready for review. The Sales Director examines the elements of the event and the price/credit quotes.
FS047 Establish Event Booking/ approveInitialProposal	The Sales Director uses the system to indicate acceptance of the initial proposal. The date, time and electronic signature is stored with the Contract ID.
Event Representative/ reviewBid	The Event Representative evaluates the bid proposal.
Sales Manager/ provideFeedbackAboutBid	The Sales Manager reviews the provided feedback about the event to annotate in the system and updates traces (scheduled activities) for follow up.
FS048 Establish Event Booking/ applyChangesToBid	Based on feedback, The Sales Manager uses the system to draft another bid proposal for the Event Representative.
FS049 Establish Event Booking/ updateSpaceReservation	If changes are needed for an event, the Sales Manager uses the system to make modifications.
FS050 Establish Event Booking/ scheduleFollowupReminders	The Sales Manager uses the system to schedule various traces (activities) such as site visits. [Note: Scheduling a Site Visit is another use case.]

7.0 Initiate Survey



Initiate Survey Use Case Model

Scope: Within a pre-defined number of days from Event completion, the system sends a Notification to the Event Coordinator reminding them to initiate the Survey. The Event Coordinator uses the system to identify the Survey Contact List (Event Representative contact names and email addresses). The Event Coordinator is able to modify the Survey Contact List as needed and submits it for approval by the Survey Approver. The system notifies the Survey Approver that a Survey Contact List is ready for approval/modification. The Survey Approver uses the system to review and modify the Survey Contact List of and approves the Final Survey Contact List. The system sends notification of the approval to the Event Coordinator. The Event Coordinator uses the system to send the approved Survey Contact List to the Survey Company. Upon receipt of the Survey Results (in PDF format), the Event Coordinator uses the system to upload the Survey Results and attaches them to the Event.

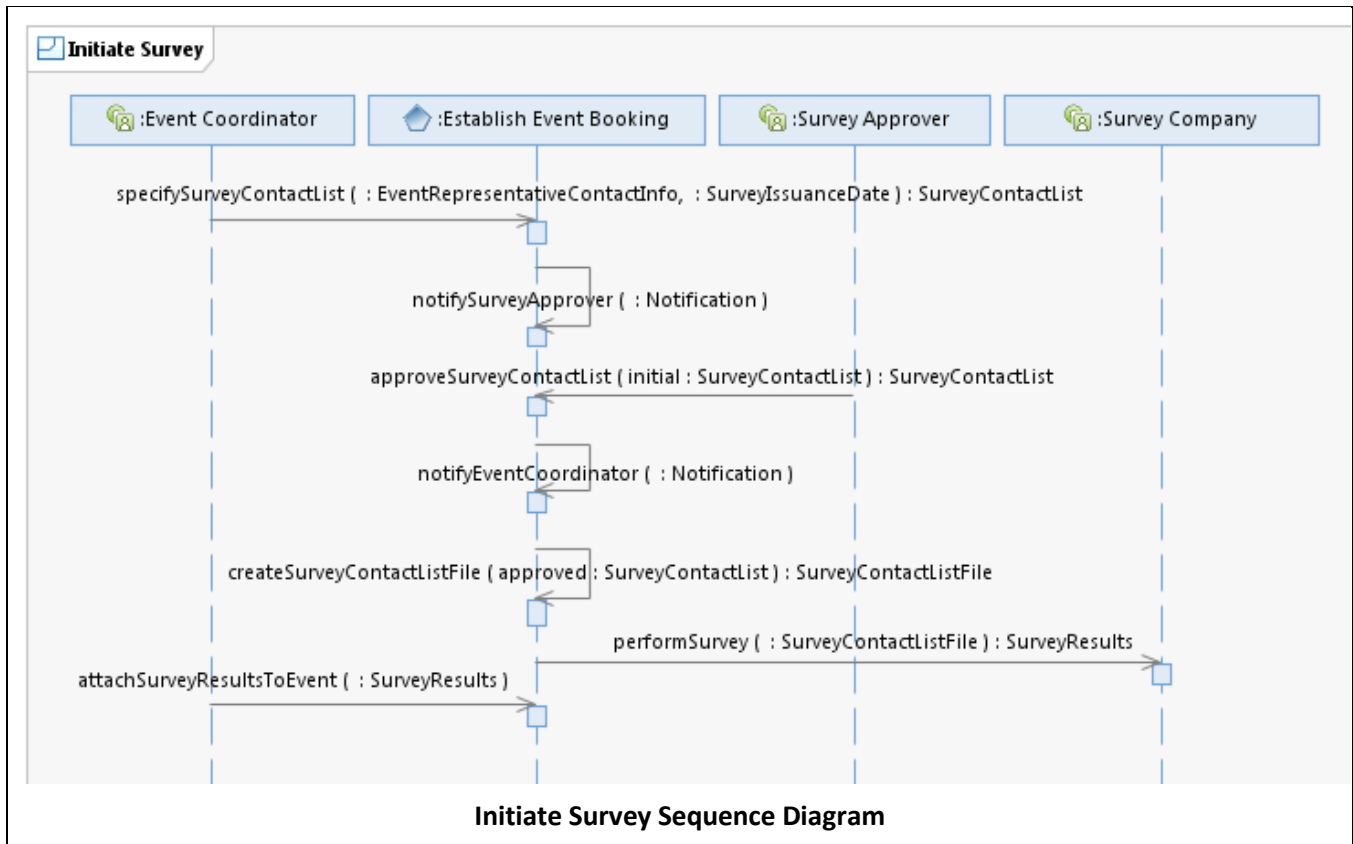
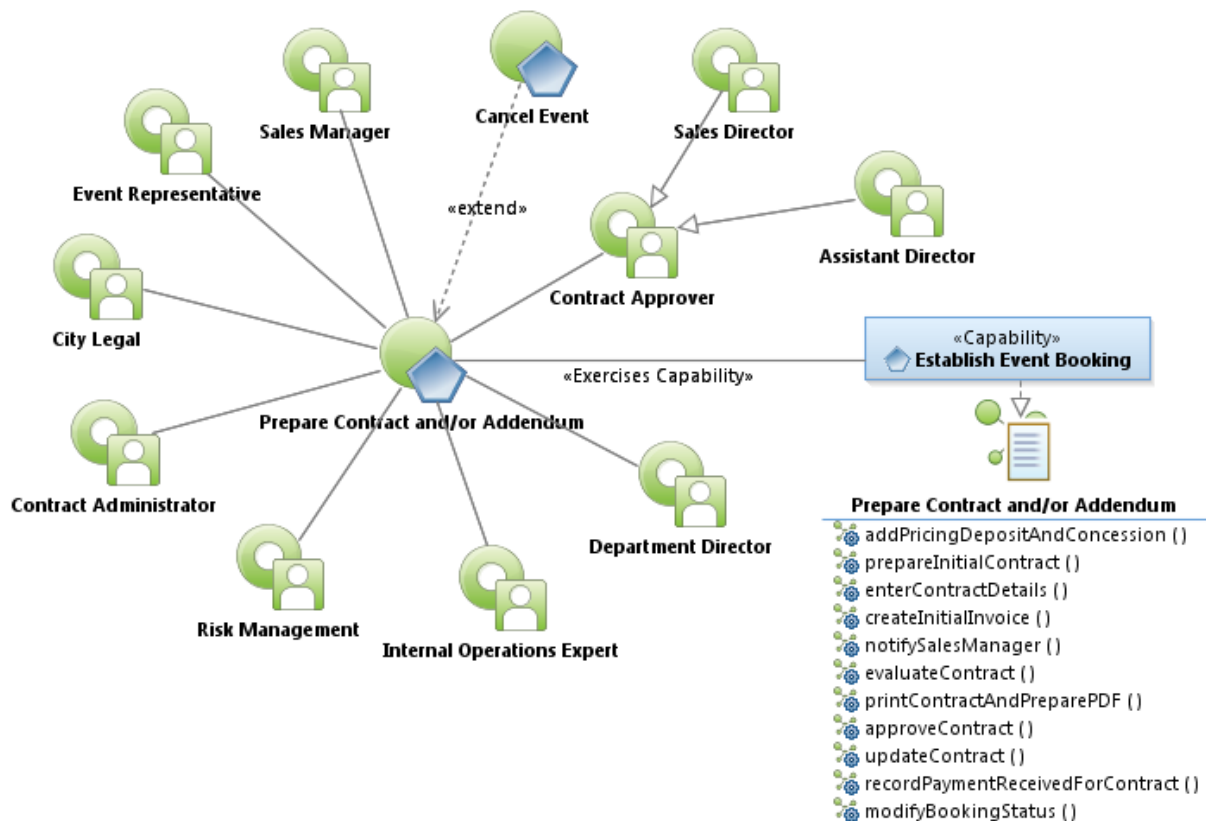


Table of Interface Descriptions

FS#/Type/Interface	Description
FS051 Establish Event Booking/ specifySurveyContactList	No later than the last day of the Event, the system sends the Event Coordinator a notification, reminding them to initiate the Survey Process. Within five days after Event completion, the Event Coordinator uses the system to choose Event Representative Contacts provided on the system to be part of the Survey Contact List. Salutation, name, and email address must be present for a person to be included. The Event Coordinator creates additional contacts as needed to the Survey Contact List. The Final Survey Contact List includes the Survey Issuance Date and the date on which the Survey should be conducted.
FS052 Establish Event Booking/ notifySurveyApprover	The system sends a notification to the Survey Approver indicating a new Survey Contact List has been created and needs review and approval. The Notification includes the Event Name and provides a hot link to the form/interface on the system in which Survey Contact List is approved. The system automatically understands the Contract ID and Event to which the Survey Contact List belongs.
FS053 Establish Event Booking/ approveSurveyContactList	The Survey Approver uses the system to review the Survey Contact List. The Survey Approver examines all salutations, names and email addresses and edits/deletes or adds contacts to the Survey Contact List as needed. Added Contacts are automatically stored to the Contact Information for the specific Event to which the Survey belongs (guaranteeing their inclusion in the next Survey for this Event). The Survey Approver uses the system to approve the final Survey Contact List.

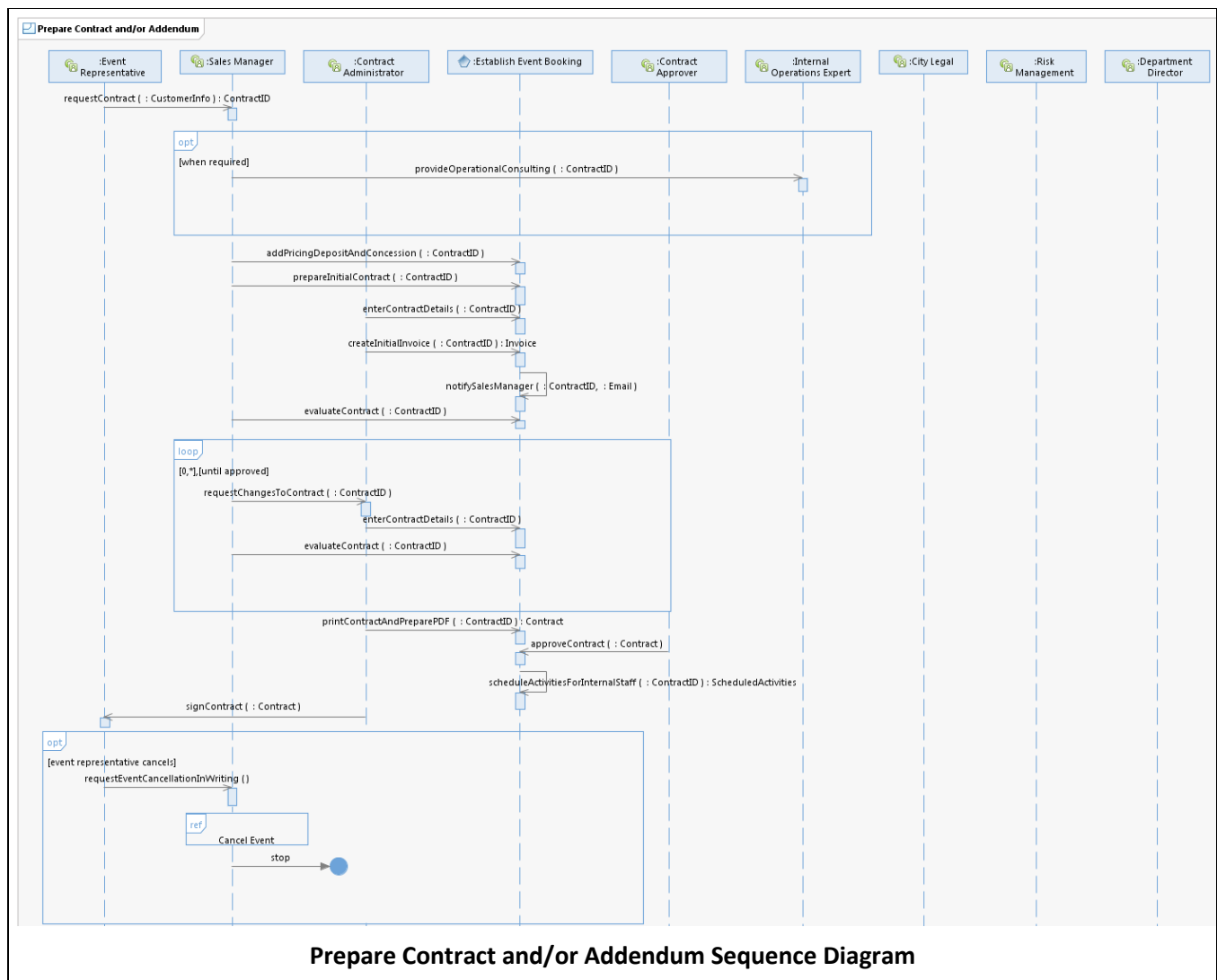
FS#/Type/Interface	Description
FS054 Establish Event Booking/ notifyEventCoordinator	When the Survey Contact List is approval, the system sends notification to the Event Coordinator indicating the Survey Contact List has been approved and includes the Event Name for which the survey was created and a link to the approved Survey Contact List.
FS055 Establish Event Booking/ createSurveyContactListFile	On approval of the Survey Contact List, the system generates the required Survey Contact List File, an Extensible Markup Language (XML) output file of Survey Contacts expected by the Survey Company. The Survey Contact List File contains a list of ID, contract number, venue, event name, event begin, event end, full name, salutation, email, deleted, time stamp, and the survey issuance date.
Survey Company/ performSurvey	The Survey Company receives the Survey Contact List File through their File Transfer Protocol (FTP) site (by the date of the Survey Issuance Date included in the Survey Contact List File) and conducts the Survey. Upon completion of the Survey, the Survey Results are sent to the Event Coordinator Supervisor (or Manager) and the Survey Approver.
FS056 Establish Event Booking/ attachSurveyResultsToEvent	The Event Coordinator uses the system to access the Event for which the survey was accomplished and attaches the Survey Results to the event. The system provides a mechanism for tagging the attached file with a description, keywords, and date and time attached. [Note: It is desirable for this function to be automated.]

8.0 Prepare Contract and/or Addendum



Prepare Contract and/or Addendum Use Case Model

Scope: For a requested contract, the Event Representative contacts the Sales Manager and requests a contract. The Sales Manager determines the customer needs input from one of the Internal Operational Experts. The Sales Manager uses the system to add pricing, deposit and concession to prepare the initial contract. The Contract Administrator uses the system to enter contract details and create the initial invoice. The system notifies the Sales Manager to evaluate the contract. The Sales Manager and the Contract Administrator use the system to enter and evaluate contract details until approved. The Event Representative may request event cancellation at any time. If contract changes are required, the Sales Manager may require legal, risk management, and facility review. The Contract Administrator uses the system to update the Contract. Once changes are acceptable, the Event Representative signs the Contract. Once the Event Representative receives payment, the Contract Administrator uses the system to record payment received for contract and the Department Director signs the contract. The Contract Administrator uses the system to update the customer's event to Definite status.



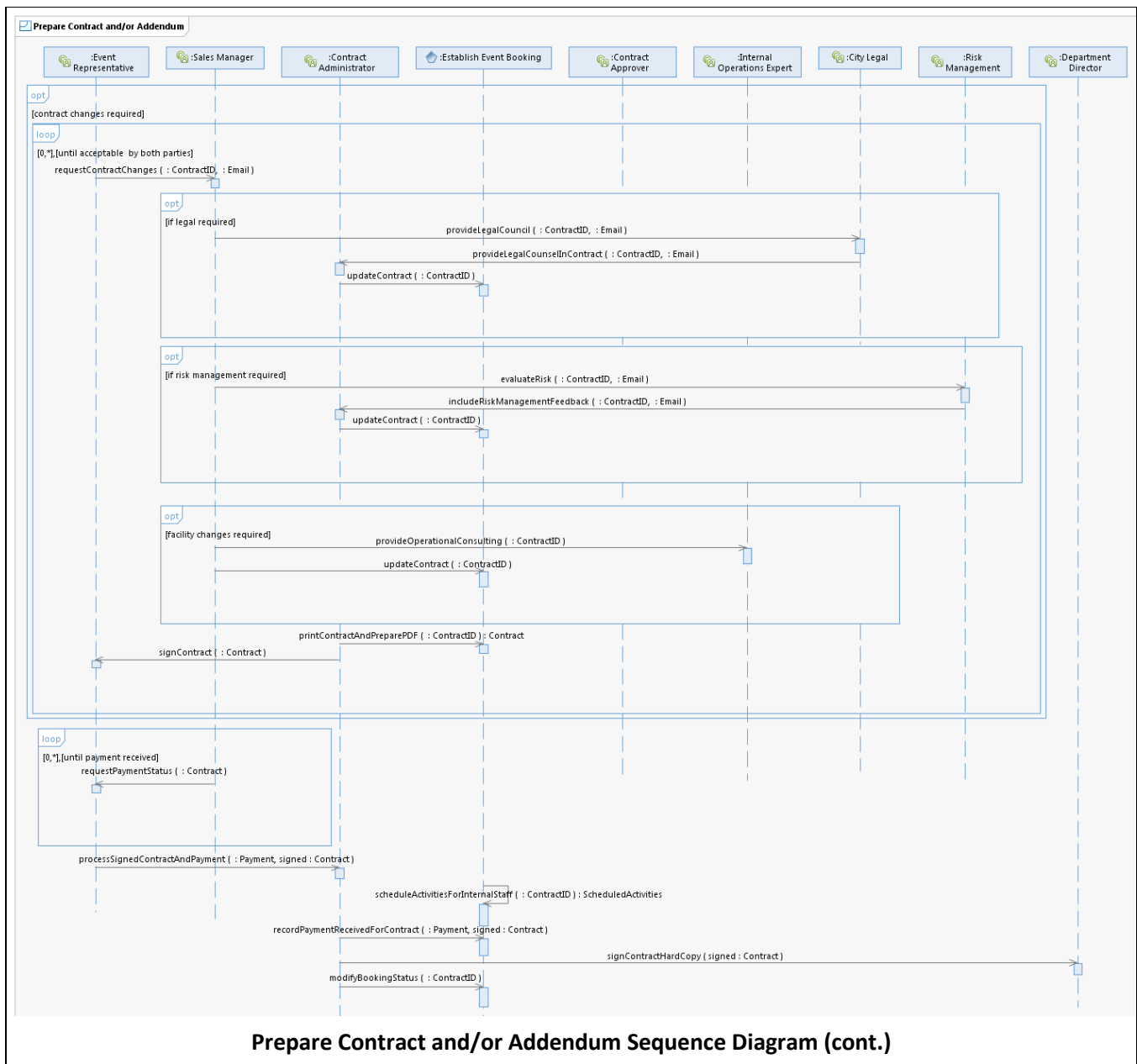


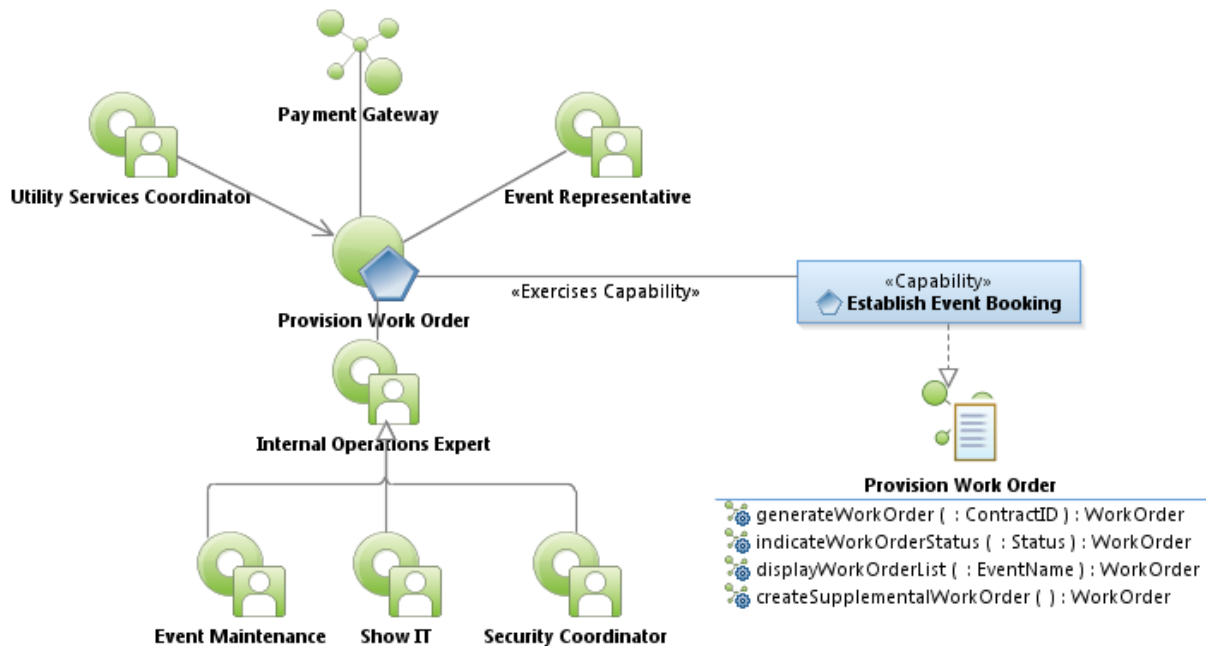
Table of Interface Descriptions

FS#/Type/Interface	Description
Sales Manager/ requestContract	The Event Representative contacts the Sales Manager and requests a contract.
Internal Operations Expert/ provideOperationalConsulting	The Sales Manager determines the customer needs input from one of the Internal Operational Experts - includes various disciplines such as security, IT, utilities, food and beverage, etc. The Sales Manager communicates with the Internal Operations Expert to obtain needed information, price information, etc. If necessary, the Internal Operations Expert may contact the Event Representative directly and communicates any necessary changes to the Sales Manager.

FS#/Type/Interface	Description
FS057 Establish Event Booking/ addPricingDepositAndConcession	The Sales Manager uses the system to provide pricing, concessions (credit information, room night credit, etc.) and specifies details to be included for the event contract.
FS058 Establish Event Booking/ prepareInitialContract	The Sales Manager uses the system to schedule an activity (trace) for the Contract Administrator to create the initial Contract. The system sends a notification to the Contract Administrator of the new activity.
FS059 Establish Event Booking/ enterContractDetails	The Contractor Administrator uses the system to confirm/change the dates and space. They change the space planning grid from Requested to Contract for the event, during the time frames for the event. Additionally they reserve/annotate pre-function, dock space, common space, necessary to operate the meeting. Contractor Administrator ensures the event is assigned (sourced) to Convention Center, Palmer or other conference facilities as required. Contractor Administrator enters user defined customizable fields that track various metrics to be reported upon (first show date, last show date, currency, accuracy measure, is first time event, is first time client, contract exists, they are hosting, city internal meeting, etc.). If necessary, Contractor Administrator enters the deposit schedule for Event. They can change the decision date to match first deposit date. Contractor Administrator generates an initial draft of the contract.
FS060 Establish Event Booking/ createInitialInvoice	The Contractor Administrator uses the system to generate an initial invoice for the event for the finance team. This is always done with the contract. The system merges/imports client name, event representative, point of contact, client, client address, and contract ID number. If requested by the Event Representative, the Contract Administrator also provides an initial invoice/deposit statement that includes the following information: deposit number (first, second, third), amount of deposit, date due, and event dates. This is not always included with the contract (some government entities don't get them). The Contract Administrator uses the system to change the status from prospect to tentative.
FS061 Establish Event Booking/ notifySalesManager	The system sends notification to the Sales Manager that the initial contract is ready for review.
FS062 Establish Event Booking/ evaluateContract	The Sales Manager proofs the contract to ensure that no mistakes have been made and nothing has been overlooked. The system schedules a reminder/trace for the Contract Administrator to create the initial contract.
Contract Administrator/ requestChangesToContract	The Sales Manager requests the Contract Administrator to update or modify the contract, if necessary.
FS063 Establish Event Booking/ printContractAndPreparePDF	The Contract Administrator uses the system to print the contract. Additionally, the system prompts for a location and file name for the contract to be output in PDF format.
FS064 Establish Event Booking/ approveContract	The Contract Approver uses the system to approve the contract and/or prints and initials a copy of the physical contract.

FS#/Type/Interface	Description
FS065 Establish Event Booking/ scheduleActivitiesForInternalStaff	They system generates numerous activities (reminder traces). This is customizable and configurable based on user roles - i.e., traces (reminders) for sales and operations (ex., maintenance, information technology, catering, etc.).
FS066 Establish Event Booking/ updateContract	The Contract Administrator uses the system to update the Contract. The system captures changes and stores versions while allowing the Contract Administrator to annotate differences between versions.
FS067 Establish Event Booking/ recordPaymentReceivedForContract	The Contract Administrator uses the system to record the check no and other pertinent information related to receiving a signed contract and payment for a scheduled event.
FS068 Establish Event Booking/ modifyBookingStatus	The Contract Administrator uses the system to update the customer's event to Definite status.

9.0 Provision Work Order



Provision Work Order Use Case Model

Scope: The Utility Services Coordinator uses the system to select a Pre Event Plan associated with a Contract ID and generates associated Work Orders. For pre-event, the Internal Operations Expert uses the system to display and select indicated Work Order items and indicates Work Order Status for each item listed. During the event, The Utility Services Coordinator uses the system to indicate Work Order Status. The Utility Services Coordinator uses the system to create supplemental Work Order items when there's a disparity in the Work Order item. The system provides a similar service for exhibitor Event Representatives to create supplemental Work Orders. If payment is required, the Event Representative processes payment with the Payment Gateway.

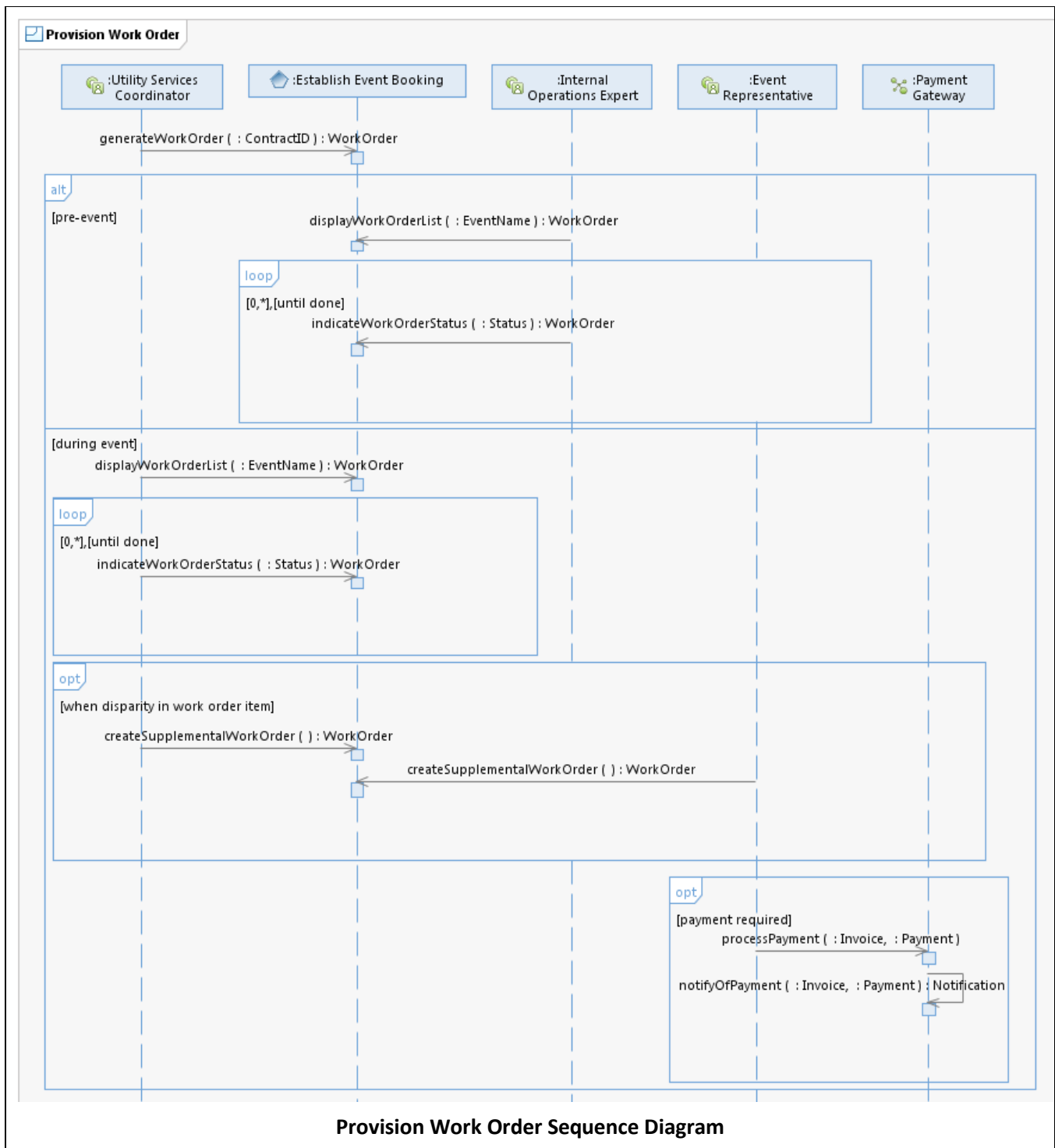
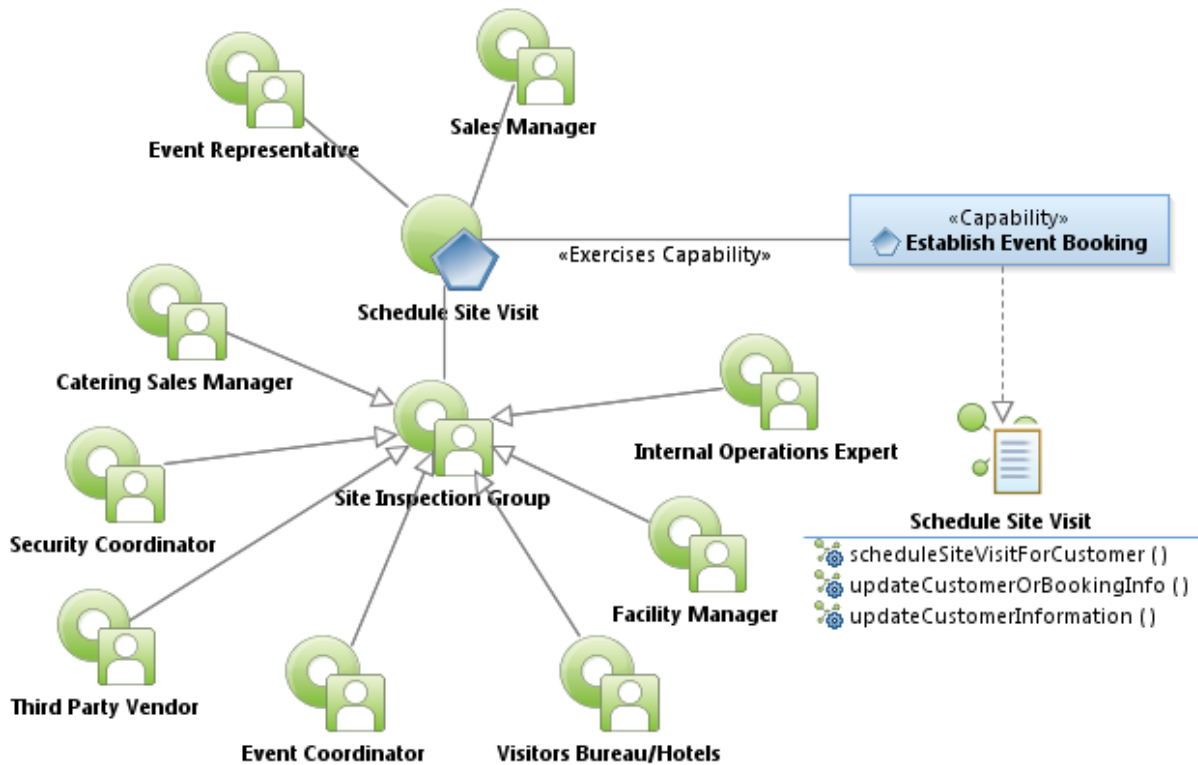


Table of Interface Descriptions

FS#/Type/Interface	Description
FS069 Establish Event Booking/ generateWorkOrder	The Utility Services Coordinator uses the system to lookup an Event Pre-Plan using a Contract ID to list the associated Work Orders. Work Orders include event representative name, contact information, booth identification, list of services, and additional notes entered by the Utility Services Coordinator. The system generates all the Work Order items to be processed by the Internal Operations Expert.
FS070 Establish Event Booking/ indicateWorkOrderStatus	Based on the Work Orders, the Internal Operations Expert accomplishes the service needs identified in the Work Order. Using a mobile device, the Internal Operations Expert or the Utility Services Coordinator uses the system to indicate Status change. Status indications include pending, completed, and verified. If it's the Internal Operations Expert, the Status change is completed - if it's the Utility Services Coordinator, it's verified. Status change captures user identification, date, time, an associated notes if entered. If a Work Order item is unable to be accomplished the Internal Operations Expert leaves the Status as pending and adds a note regarding the condition of the pending Work Order item. In the case of a floor audit, the Utility Services Coordinator may also include a note in the Work Order item.
FS071 Establish Event Booking/ displayWorkOrderList	Using a mobile device, the Internal Operations Expert uses the system to select an Event Name of interest provided by an enumerated list. The system provides a list of Work Order items ordered by location (includes booth number). The Work Order listed items are based on specialized roles such as Event Maintenance, Show IT, Security Coordinator, and Utility Services Coordinator (gets entire list).
FS072 Establish Event Booking/ createSupplementalWorkOrder	If the services in the booth are not the services ordered (i.e., disparity in the work order), the Utility Services Coordinator uses a mobile device to create a Supplemental Work Order. The Supplemental Work Order may include but not limited to event name, contract identification, list of services, product information, quantity, company name, booth number, notes etc. Alternately, the Event Representative (for exhibitors only) may determine that services are missing or not operational. The Event Representative uses a mobile device to generate a Supplemental Work Order containing one or more service items. Services items may be conditional for example, the order of additional IP address may require a switch, or a specific Product may require additional labor, based upon quantity. Any Work Order Item can be reversed to provide a mechanism for Refund/Credits.
Payment Gateway/ processPayment	The Event Representative reviews customer order, enters their credit card information (credit card number, expiration date, name as shown on card, card type, security code, zip code, email address), and processes the payment for their order.
Payment Gateway/ notifyOfPayment	The Payment Gateway sends the Event Representative and Utility Services Coordinator an email notification of processed payment which includes contract ID, event name, payment total, last 4-digits of card.

10.0 Schedule Site Visit



Schedule Site Visit Use Case Model

Scope: The Sales Manager uses the system to check the schedule to determine if there are conflict (appropriate time to show space, availability of staff.) The Sales Manager determines who should attend the site visit (catering , IT, event coordinators, security, etc.) and invite them to attend and then sends an email to all appropriate site staff to ensure the building is active (lights on, water fountains on, etc.). [Note: Some vendors do not want others to be able to see the convention center while they are renting (private meetings, secret info presented, etc.)]

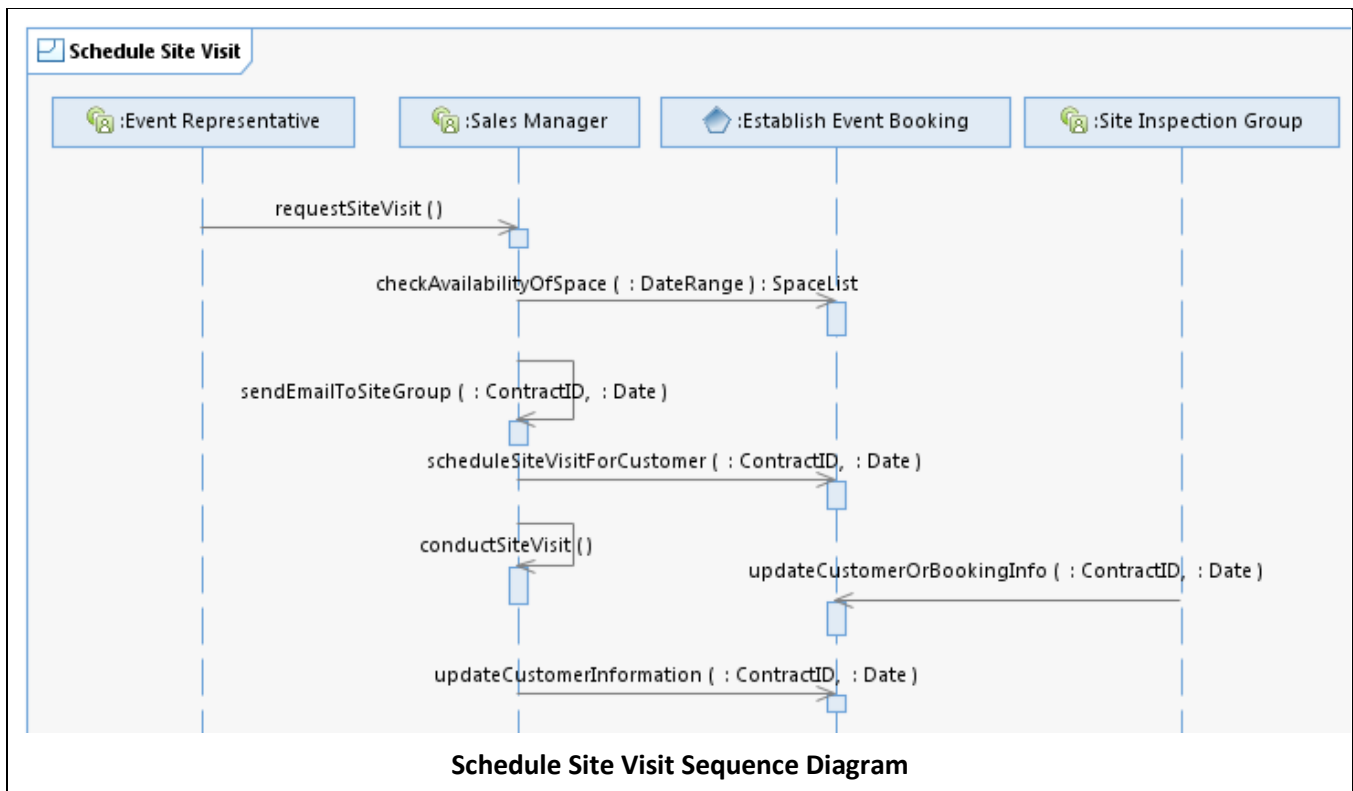


Table of Interface Descriptions

FS#/Type/Interface	Description
Sales Manager/ requestSiteVisit	The Event Representative contacts the Sales Manager and requests a site visit.
Sales Manager/ sendEmailToSiteGroup	The Sales Manager uses an Outlook Address Book group to send all the members of the Site Inspection Group an Email indicating the date a site visit will occur, indicating specifics desired by the Event Representative.
FS073 Establish Event Booking/ scheduleSiteVisitForCustomer	The Sales Manager uses the system to annotate a site visit has been scheduled on a specific Customer Account. If the site visit is in relationship to a specific booking, the site visit is added/logged to the specific booking (Contract ID). If the site visit is occurring in the future, then an activity (trace) is scheduled to remind staff of the site visit.
Sales Manager/ conductSiteVisit	The Sales Manager and the Site Inspection Group meet with the Event Representative to tour the facility, during which the Event Representative may provide additional booking information.
FS074 Establish Event Booking/ updateCustomerOrBookingInfo	A member of the Site Inspection Group goes to the Customer Account or a specific Booking (Contract ID) and provides additional information related to the event or the customer. The system automatically sends email notifying the Sales Manager and/or the Sales Director for the booking/Customer, as well as automatically logging the activity. This notification is configurable by activity. The inspection Group cannot make changes to the booking information, or space planning. Only Sales Managers and Directors can affect these kinds of critical changes.

FS#/Type/Interface	Description
FS077 Establish Event Booking/ updateCustomerInformation	The Sales Manager takes all the information garnered from the site visit with the Event Representative and adds them to the Customer Account and/or the Specific Booking comments (Contract ID). The booking is updated with any salient information (estimated attendance records, space needed, profile, competitors, comments, etc.).

Appendix C

ACCD Technical Reference Model and Standards

TECHNICAL REFERENCE MODEL		
Area	Category	Standard
Application Technology		
<i>Development Tools</i>	Analysis, Design and Modeling	UML
	Requirements Management	RSA (Rational Software Architect)
	Software Change and Configuration Management Tools	GIT CVS MS Team Foundation Server Subversion GIT
	Web Authoring Tools	Adobe Dreamweaver
<i>Software Engines</i>	Search Engines	Google, Bing
<i>Application and Web Server Software</i>	Application Server Software	ASP.NET Filemaker Server
	Web Server Software	Internet Information Services (IIS)
<i>Integration Software</i>	Enterprise Service Bus (ESB)	
	Service Registry	
	SOA Governance	
	Messaging Oriented Middleware (MOM)	
	Device Integration	
<i>Application Testing Software</i>	Debugging Test Tools	Visual Studio

Appendix C

ACCD Technical Reference Model and Standards

		PL/SQL Developer Chrome Developer Tools IE Developer Tools
	Function Testing Tools	PL/SQL Developer
	Load and Performance Testing Tools	PL/SQL Developer Visual Studio
	System Testing Tools	Visual Studio PL/SQL Developer
	Unit Testing Tools	Visual Studio PL/SQL Developer
Information Management Technologies		
<i>Business Intelligence & Data Warehouse Platforms</i>	Business Intelligence Platforms	
	Web Reporting Tools	Google Analytics Crystal Reports
	Dashboard/Scorecard Tools	Microstrategies
	Data Mining Tools	PL/SQL Developer
	Data Warehouses	SQL Server
	Geospatial Tools	
	Data Analytics (Statistical Analytics, Prediction, and Modeling)	Visio
	Unstructured Data/ Natural Language Processing	EDIMS OS File CIFS
<i>Data Management</i>	Database Connectivity	PL/SQL Developer ODBC/OLE DB

Appendix C

ACCD Technical Reference Model and Standards

	Object Oriented DBMS	
	Relational DBMS	SQL Server My SQL
	Columnar DBMS	SQL Server
	Database Related Management Tools	PL/SQL Developer
<i>Data Integration</i>	Database Replication and Clustering	PL/SQL Developer SQL Server Cluster
	Data at Rest	EMC NetApp Storage
	Data Synchronization	DFS
	Extract, Transform, Load (ETL)	SQL Server Integration Server PL/SQL Developer SQLLoader Microsoft SSIS
	Data in Motion (Common Message Terminology and Semantics)	SQL *Net TCP/IP
Collaboration and Electronic Workplace		
<i>Collaboration Software</i>	Content Management	Drupal CMS Filemaker
	Electronic Messaging	Microsoft Exchange
	Unified Messaging	Cisco
	E-Mail and Calendaring	Microsoft Outlook
	Real Time and Team Collaboration	Lync GOTOMYPC GoToMeeting Cisco VPN NetMotion Adobe Connect FTP
	Shared Whiteboard	

Appendix C

ACCD Technical Reference Model and Standards

<i>Productivity Software</i>	Process and Schedule Synchronization	
	Computer Based Training (CBT)	Adobe Connect
	Accounting and Finance	AIMS
	Desktop Publishing	Microsoft Publisher
	File Manager and Viewer	EIDMS (Opentext) Adobe Acrobat Crystal Reports
	Enterprise Faxing	
	Graphics Design Software	Adobe CC
	Health Care	ePCR
	Multimedia Software	Adobe CC
	Standard Office Suite	Microsoft Office 2010
	Miscellaneous Productivity Tools and Utilities	HTML – RIT SnagIt
	Web Browsers	Internet Explorer (Internal staff) Firefox (Internal Staff) Safari (not patched) Chrome (not patched)
	Case Management	BREEZE BMC Magic Service Desk ManageEngine Service Desk
	Surveys	Survey Monkey
Systems Management		
<i>Systems Management Tools</i>	Alert management	Solarwinds Microsoft SCCM Trend
	Application Management	ManageEngine AirWatch

Appendix C

ACCD Technical Reference Model and Standards

	Data Center Automation Software	ManageEngine Microsoft SCCM Active Directory
	Disaster Recovery	AppAssure CommVault
	Monitoring	Solarwinds Scrutnizer
	System Change and Configuration Management	Microsoft SCCM ManageEngine
<i>Network Infrastructure</i>	Switching and Routing	CISCO
	Load Balancing and Failover	CISCO
	Network Name and Address	Windows DHCP Windows DNS IP IPv6 (not used yet) IPsec WINS BIND DNS
Network and Telecommunications		
<i>Transport</i>	Local /Campus Area Network (LAN/CAN)	Cisco
	Wide Area Network (WAN)	Cisco
	Telecommunications	GAATN Fiber COATN Fiber AT&T Connections Alpheus
	Cabling	Titus
<i>Wireless and Mobile Networks</i>	Cellular Networks	AT&T
	Secure WiFi	Cisco WAP

Appendix C

ACCD Technical Reference Model and Standards

	Public WiFi	Cisco WAP
	Radio	Motorola
	Satellite	
	Pagers	USA Mobility
	Aircards	AT&T
<i>End User Computer Devices</i>	Personal Computers (PCs)	Dell Optiplex Dell Latitude Lenovo M93p
	Mobile Hardware	ToughPads Ipads Android Tablets All Smartphone types
	Hardened laptops	Dell Lenovo
Platforms and Storage		
<i>Operating Systems</i>	OS - Desktop/Laptop	Win 7 Win 8.1
	OS – Mainframe	
	OS – Mobile Device	Android Windows IOS
	OS – Server	Windows Server
	OS – Cluster and Availability	VMWare
	Application and OS Deployment	SCCM ManageEngine AirWatch
	OS Tools	SOlarWinds
<i>Cloud Services / Virtualization</i>	Cloud Technologies	
	Virtualization Software	VMWare

Appendix C

ACCD Technical Reference Model and Standards

<i>Storage</i>	Long Term Back-up	AppAssure Veem
	Operational Recovery	AppAssure
	Production	CommVault
<i>System Management Tools</i>	Network Performance Optimization	Microsoft SCCM Trend Antivirus
	Logging	Scrutinizer
	Patch Management	WSUS

TECHNICAL STANDARDS				
ID#	Topic	Description	Priority - City Hosted	Priority - SaaS Only
Technical Architecture				
1	General	The system shall have web-enabled components of the application that meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	Mandatory	Mandatory
2	Application Architecture	The system shall provide all screens, reports and transactions through a web browser.	Preferred	Preferred
2.1	Application Architecture	No requirement to deploy application code to client workstations (Note: Java Runtime Environment (JRE) is an exception)	Mandatory	Mandatory
3	Application Architecture	The system shall provide the ability to automate the deployment of software and updates to user workstations including, but not limited to web-based deployment tools, push/pull software to the desktop. (Note: Applicable only to run-time environment, like Java)	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

4	Application Architecture	The system shall provide built-in application and system configuration tables accessible by all modules	Mandatory	Mandatory
5	Application Architecture	The system shall provide customizable user portals including, but not limited to the ability to customize menus and forms, by user without modification of program code.	Preferred	—
6	Application Architecture	The system shall provide (if needed) the ability to manage automatic job scheduling (i.e. batch jobs, billing) including, but not limited to the interface with external job schedulers and automatic notification capabilities when a job abnormally terminates. The City currently support UNIX CRON, Tivoli work Scheduler, Oracle DBMS_JOBS, and MS SQL DTS.	Mandatory	—
7	Application Architecture	The system shall provide forms-based data validation (field level validation) and display error messages when validation fails (i.e., user enters text in a numeric field).	Mandatory	Mandatory
7.1	Application Architecture	Copy, cut, paste, and undo capability from data fields and screens to other applications	Mandatory	Mandatory
8	Application Architecture	The system shall provide the ability to perform mass changes to a defined group of transactions, with appropriate selection criteria.	Mandatory	Mandatory
9	Application Architecture	The system shall provide the ability to effective date transactions and table updates including, but not limited to future and retroactive changes, based on user-defined criteria.	Mandatory	Mandatory
10	Application Architecture	The system shall provide the ability to drill down from a transaction view to the supporting source document or record, regardless of the module source	Mandatory	Mandatory
11	Database Architecture	The system shall provide standard data extraction Application Program Interface (API) to allow import and export of data to other systems.	Mandatory	Mandatory
12	Database Architecture	The system shall provide the ability to import and export information to/from external applications and formats including but not limited to the following:	Preferred	Preferred
12.1	Database Architecture	MS Word	Preferred	Preferred

Appendix C

ACCD Technical Reference Model and Standards

12.2	Database Architecture	MS Excel	Preferred	Preferred
12.3	Database Architecture	MS Access	Preferred	Preferred
12.4	Database Architecture	PDF	Preferred	Preferred
12.5	Database Architecture	XML	Preferred	Preferred
12.6	Database Architecture	Comma delimited	Preferred	Preferred
12.7	Database Architecture	Tab delimited	Preferred	Preferred
12.8	Database Architecture	Space delimited	Preferred	Preferred
12.9	Database Architecture	Quotation delimited	Preferred	Preferred
12.10	Database Architecture	ASCII	Preferred	Preferred
12.11	Database Architecture	HTML	Preferred	Preferred
13	Database Architecture	The system shall provide the ability to encrypt sensitive data by column.	Preferred	Preferred
14	Database Architecture	The system shall provide the ability to encrypt sensitive data by row.	Preferred	Preferred
15	Database Architecture	The system shall provide Structured Query Language (SQL) capabilities for database queries.	Mandatory	—
16	Database Architecture	The system shall provide the ability to exchange database information using industry accepted standards and formats including the following:	Mandatory	Mandatory
16.1	Database Architecture	XML	Mandatory	Mandatory
16.2	Database Architecture	JSON	Mandatory	Mandatory
17	Database Architecture	The system shall provide the ability to utilize enterprise-defined naming conventions and standards including, but not limited to data elements, entities, tables, programs, report names, etc.	—	Preferred
18	Database Architecture	The system shall provide the ability to copy, archive and retrieve data to external storage media (e.g. tape, DVD, SAN) based on user-defined selection criteria.	Mandatory	Mandatory
19	Database Architecture	The system shall provide the ability to perform database maintenance including, but not limited to backup and upgrades without requiring system downtime during core business hours.	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

20	Infrastructure	Utilizes industry standard virtualization infrastructure capabilities to support load balancing.	Mandatory	Mandatory
21	Integration Architecture	The system shall provide the ability to set up appropriate approval, audit trail, and reconciliation procedures for all inbound and outbound interfaces.	Mandatory	Mandatory
22	System Administration Toolkit	If the proposed system is Simple Network Management Protocol (SNMP) compliant, the Vendor shall provide standard Management Information Base (MIB) files for all SNMP-enabled components.	Mandatory	—
23	Application Architecture	The system shall provide the ability to apply future upgrades and patches without impacting existing application user interface customizations (e.g., user-defined forms/fields, web interface, etc.).	Mandatory	Mandatory
24	Infrastructure	If the proposed solution includes electronic hardware such as servers or network devices, all network-enabled hardware must support auto-negotiation of network speeds and duplex settings, including 10 mbps, 100 mbps and Gigabit Ethernet, if applicable.	Mandatory	—
25	Infrastructure	The proposed application should NOT require static network routes.	Mandatory	—
26	Infrastructure	The proposed solution must be capable of operating over routed subnetworks (does not require components to be co-located on the same subnetwork).	Mandatory	—
27	Database Architecture	The proposed solution shall include a method of purging record data from the database(s) ensuring referential integrity with master/ child records.	Mandatory	Mandatory
28	Application Architecture	The proposed solution shall support Distributed File System (DFS) shares for file access.	Mandatory	Mandatory
29	Database Architecture	The proposed solution shall use the same data validation criteria for bulk data loads as it does for manual data entry.	Mandatory	Mandatory
30	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall have display screens that are readable in conditions ranging from darkness to direct sunlight.	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

31	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall be resistant to heat, cold, moisture, dust and shock.	Mandatory	Mandatory
32	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall be capable of receiving program or firmware updates via network connections.	Mandatory	Mandatory
33	Infrastructure	The Vendor shall use standard Domain Name Services (DNS) for identifying all server components in the system.	Mandatory	Mandatory
34	Infrastructure	The proposed solution shall use an accurate, NIST time source for a traceable time stamp, which is applied to various transactions or key events.	Mandatory	Mandatory
35	Infrastructure	If the solution back-end components use date/time stamping, the client-side components shall be synchronized with the back-end servers.	Mandatory	Mandatory

Solution Architecture				
36	System Flexibility	The system shall provide highly configurable screens including, but not limited to repositioning fields, renaming fields, removing or inactivating unused fields, and allowing the addition of custom-defined fields.	Preferred	Preferred
37	System Flexibility	The system shall provide the ability to accommodate long fields (e.g. long names, unicode, hyphenated names).	Preferred	Preferred
38	System Flexibility	The system shall provide the ability to define business rules based on user-defined criteria (e.g. organizational level, account code, bargaining unit, location, program, grant).	Mandatory	Mandatory
39	System Flexibility	The system shall provide the ability to create and/or modify user-defined business rules to validate data at the at the time of entry.	Preferred	Preferred
40	Security & Authentication	The system shall provide the ability to restrict access to the application for remote, by client IP address or network address range.	-	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

41	Security & Authentication	The system shall comply with all applicable City mandated security protocols and standards.	Mandatory	Mandatory
42	Security & Authentication	The system shall provide adequate protection of data covered by regulatory or other compliance requirements (e.g. U.S. Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA)).	Mandatory	Mandatory
43	Security & Authentication	The system shall provide the ability to use a single user sign-on for all modules with security configured for each module (i.e. user to gain access to the database associated with the application without re-entering the user ID and password). The single sign-on capability shall be compatible with the user's operating system sign-on.	Preferred	Preferred
44	Security & Authentication	The system shall provide the ability to create user IDs with an expiration date and time and link the user logon ID to the employee or contractor Information including, but not limited to identification number, assigned locations, etc.	Preferred	Preferred
45	Security & Authentication	The system shall provide the ability to support 128-bit SSL or higher or TLS, between the client browser and all application modules.	Mandatory	Mandatory
46	Security & Authentication	Provide encryption capability for application data exchanged between the front-end user system and the back-end servers.	Mandatory	Mandatory
47	Security & Authentication	The system shall provide protection against unauthorized access to data by persons and other software programs.	Mandatory	Mandatory
48	Security & Authentication	The system shall provide the ability to display, at logon, the last date and time the user accessed the system.	Preferred	Preferred
49	Security & Authentication	The system shall allow an administrator to inactivate user access	Mandatory	Mandatory
50	Security & Authentication	The system shall provide the ability to suspend user access based on a table-driven parameter (i.e. employment status).	Preferred	Preferred
51	Security & Authentication	The system shall allow the ability to manage user permissions centrally for all modules of the applications.	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

52	Security & Authentication	The system shall mask (i.e., substituting password characters with '*') passwords as they are entered into the system.	Mandatory	Mandatory
53	Security & Authentication	The system shall provide the ability to support using tokens and/or passwords for user logons.	Mandatory	Mandatory
54	Security & Authentication	The system shall provide the ability to for users to change password and allow users to periodically change their password and allow password expiration.	Mandatory	Mandatory
55	Security & Authentication	The system shall provide the ability to suspend user-access after a user-defined period (e.g. 90 days) of inactivity.	Preferred	Preferred
56	Security & Authentication	The system shall provide the ability to configure passwords including, but not limited to the following:	Mandatory	Mandatory
56.1	Security & Authentication	A minimum password length of at least eight characters.	Mandatory	Mandatory
56.2	Security & Authentication	Support passwords that are case sensitive, contain numbers, alphanumeric characters, and special characters.	Mandatory	Mandatory
56.3	Security & Authentication	Require complex passwords based on user defined criteria.	Mandatory	Mandatory
56.4	Security & Authentication	Prevent trivial passwords (e.g. repeat characters, keyboard strings).	Preferred	Preferred
56.5	Security & Authentication	Prevent re-use of passwords	Preferred	Preferred
56.6	Security & Authentication	Require non-dictionary-based passwords	Preferred	Preferred
57	Security & Authentication	The system shall provide the ability to record the date and time the password was changed.	Mandatory	Mandatory
58	Security & Authentication	The system shall provide the ability to deny user access after a City-defined number of unsuccessful attempts to logon.	Mandatory	Mandatory
59	Security & Authentication	The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

60	Security & Authentication	The system shall provide the ability to record and maintain past security profiles (i.e. history of security access for an employee) when changes are made to an employee's security profile.	Preferred	Preferred
61	Security & Authentication	The system shall provide the ability to assign application access rights for the entire suite of applications at a single point of entry.	Mandatory	Mandatory
62	Security & Authentication	The system shall provide the ability to control access to all activities (e.g. online transactions, batch processing, report writer, query, system utilities) including, but not limited to the following levels:	Mandatory	Mandatory
62.1	Security & Authentication	System	Mandatory	Mandatory
62.2	Security & Authentication	Database	Mandatory	Mandatory
62.3	Security & Authentication	Module	Mandatory	Mandatory
62.4	Security & Authentication	Field	Mandatory	Mandatory
62.5	Security & Authentication	Inquiry	Mandatory	Mandatory
62.6	Security & Authentication	Report	Mandatory	Mandatory
62.7	Security & Authentication	Approval	Mandatory	Mandatory
62.8	Security & Authentication	Transaction	Mandatory	Mandatory
62.9	Security & Authentication	Table	Mandatory	Mandatory
62.10	Security & Authentication	Individual	Mandatory	Mandatory
62.11	Security & Authentication	Group	Mandatory	Mandatory
62.12	Security & Authentication	Organization (e.g. department, division)	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

62.13	Security & Authentication	User Role (e.g. supervisor, data entry, review only) across all functional areas.	Mandatory	Mandatory
62.14	Security & Authentication	User Site (i.e. location) across all functional areas.	Mandatory	Mandatory
62.15	Security & Authentication	Position across all functional areas.	Mandatory	Mandatory
62.16	Security & Authentication	Period	Mandatory	Mandatory
63	Security & Authentication	The system shall provide the ability to create and maintain security profiles to control access including, but not limited to the following:	Mandatory	Mandatory
63.1	Security & Authentication	Employee Level	Mandatory	Mandatory
63.2	Security & Authentication	Module	Mandatory	Mandatory
63.3	Security & Authentication	Field	Mandatory	Mandatory
63.4	Security & Authentication	Transaction Type	Mandatory	Mandatory
63.5	Security & Authentication	Employee Group	Mandatory	Mandatory
63.6	Security & Authentication	Standard Report	Mandatory	Mandatory
63.7	Security & Authentication	Ad hoc Report	Mandatory	Mandatory
64	Security & Authentication	The system shall provide the ability to automatically log users off the system when there has been no activity for a pre-defined period.	Mandatory	Mandatory
65	Security & Authentication	The system shall provide the ability to generate summary and detail reports including, but not limited to user access, usage logs, audit logs, failed and/or unauthorized access attempts based on user defined parameters (e.g. audit requirements). The system shall also provide the ability to alert the application administrator when any of these events exceed a specific threshold.	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

66	Security & Authentication	The system shall provide the ability to utilize session encryption methods necessary to ensure the secure electronic transfer of sensitive information.	Mandatory	Mandatory
67	Database Architecture	The system shall provide the ability to set up log event triggers to automatically notify the system administrator when user-defined database conditions are met. (Note: If a hosted solution, provide access to configurable alerts)	Mandatory	
68	Audit	The system shall provide user-defined audit features for all transactions in solution including, but not limited to all historical changes, date, time, and User ID of the person making the change.	Mandatory	Mandatory
69	Audit	The system shall provide the ability to prevent audit records from being deleted or altered, except as part of a system administration archival process.	Mandatory	Mandatory
70	Audit	The system shall provide the ability for audit-tracking reports including, but not limited to user access and usage logs.	Mandatory	Mandatory
71	Audit	The system shall provide the ability to archive and restore audit logs.	Mandatory	Mandatory
72	Data Storage & Archiving	The system shall provide online access to the current year plus unlimited previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.	Mandatory	Mandatory
73	Data Storage & Archiving	The system shall provide the ability to archive data to external storage media and support partitions, based on user-defined including, but not limited to number of years.	Mandatory	Mandatory
74	Data Storage & Archiving	The system must be capable of exporting all the content, including all the metadata entered by users as well as system generated metadata and any digital objects associated with the content, into non-proprietary file formats (e.g. xml/csv/txt and Tiff/PDF/JPG etc.) and all exported content must be linked either through naming conventions or metadata elements. This shall include the following capability:	Preferred	Preferred

Appendix C

ACCD Technical Reference Model and Standards

74.1	Data Storage & Archiving	For content that is of permanent value, the system shall have a mechanism of extracting that content, and all associated metadata, from the system on a pre-defined time schedule, as well as by ad hoc requests.	Preferred	Preferred
75	Business Continuity and Disaster Recovery	The system shall provide full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.	Mandatory	Mandatory
76	Business Continuity and Disaster Recovery	The system shall provide the ability to restore transactions from the database transaction log.	Mandatory	Mandatory
77	Business Continuity and Disaster Recovery	The system shall provide software redundancy, including but not limited to:	Mandatory	Mandatory
77.1	Business Continuity and Disaster Recovery	Software crash tolerance (i.e. server and client software shall maintain its integrity in case of power failures and abrupt shutdowns).	Mandatory	Mandatory
77.2	Business Continuity and Disaster Recovery	Redundancy in the application server tier with automated cut-over	Mandatory	Mandatory
77.3	Business Continuity and Disaster Recovery	Redundancy in the database server tier with automated cut-over	Mandatory	Mandatory
77.4	Business Continuity and Disaster Recovery	Restart and recovery capability after system/server failure with no loss of data or software components.	Mandatory	Mandatory
77.5	Business Continuity and Disaster Recovery	Roll-back capability	Mandatory	Mandatory
77.6	Business Continuity and Disaster Recovery	Integrity checking capability to identify the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

77.7	Business Continuity and Disaster Recovery	File protection capability to limit the types of operations (e.g. read, write, delete, data dictionary modification) that can be performed by individual users on given data or program files.	Mandatory	Mandatory
77.8	Business Continuity and Disaster Recovery	Incremental, differential, and full backups and restores of the database, core and customized software, software and database configuration options, user preferences and rights, etc. This includes the ability to recover specific data records and/or files from backup and/or near-line storage.	Mandatory	Mandatory
78	Business Continuity and Disaster Recovery	The system shall provide the ability for authorized users to view and print application error logs online.	Preferred	
79	Business Continuity and Disaster Recovery	The system shall provide the ability to alert specified users when key components are unavailable (e.g., DBMS, servers, interfaces, network transport, etc.).	Mandatory	Preferred
80	Business Continuity and Disaster Recovery	The proposed solution shall permit the administration of application updates and operating system security patches without downtime.	Preferred	Preferred
81	Security & Authentication	The system shall be PCI-compliant when handling credit card transactions.	Mandatory	Mandatory
81b	Security & Authentication	The vendor shall produce PCI report on compliance or an attestation of compliance.	-----	Mandatory
81c	Security & Authentication	Application, or applicable application modules, shall be PA-DSS compliant or provide evidence of non-applicability of PA-DSS.	Mandatory	Mandatory
82	Security & Authentication	The system shall ensure the City's data is not made available to any other parties not specifically authorized to view or access the data. (ASP Hosted)	—	Mandatory
83	Security & Authentication	If, as a result of annual security assessments, high vulnerabilities are discovered, they must be remediated within one month of discovery.	—	Preferred

Appendix C

ACCD Technical Reference Model and Standards

84	Security & Authentication	The vendor must conduct a 3rd party annual security assessment of all tiers of its hosting facility, including application servers and network devices. Copies of the security audit reports must be provided to the City of Austin annually. (ASP Hosted)	—	Mandatory
85	Data Storage & Archiving	The vendor shall provide the City a complete copy of current and archived data hosted by an ASP provider in the event of contract termination. (ASP Hosted)	—	Mandatory
86	Data Storage & Archiving	Hosted solutions shall support off-line storage of the City's data at the City's site. (ASP Hosted)	—	Mandatory
87	Data Storage & Archiving	The solution shall support future releases of the application without rendering the archived data unusable.	Mandatory	Mandatory
88	Security & Authentication	The proposed solution shall not require operating system administrator privileges on the client workstation(s) to run or receive application updates.	Mandatory	Mandatory
89	Security & Authentication	If bulk data loads via the Internet are supported by the solution, a secure network transport method for bulk data shall be supported.	Mandatory	Mandatory
90	Security & Authentication	When new users are created, the security permissions assigned to the new accounts shall default to least privileged.	Mandatory	Mandatory
91	Security & Authentication	Authorized users shall have the ability to monitor (in near real-time) and report on file access activities for a particular user, group, application, device, and file.	Preferred	Preferred
92	Security & Authentication	The solution shall display a configurable security banner upon login.	Preferred	Preferred
93	Security & Authentication	The proposed solution shall include re-assignable application ports to maintain network security.	Preferred	Preferred
94	Security & Authentication	The proposed solution shall provide a method to rename built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Preferred	Preferred

Appendix C

ACCD Technical Reference Model and Standards

95	Security & Authentication	The proposed solution shall provide a method to change the passwords for built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Mandatory	Mandatory
96	Security & Authentication	When the vendor is connected to the City's VPN for solution support purposes, single tunneling shall be required (which means that they are disconnected from their local network during the VPN session).	Mandatory	Mandatory
97	Security & Authentication	Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Mandatory	Mandatory
98	Security & Authentication	The application shall provide a transaction log related to changes made to security (roles/groups/permissions).	Mandatory	Mandatory
99	Security & Authentication	To help enforce City's security policies, the solution shall allow the application administrator to disconnect a particular user and to lock out a user during an active session.	Mandatory	Mandatory
100	Security & Authentication	The application shall allow the Application Administrator to restrict generic logins.	Mandatory	Mandatory
101	Security & Authentication	The application shall allow the Application Administrator to set the number of concurrent logins for a particular user on the same or on multiple workstations. The application shall generate an alert if a user attempts or exceeds this number.	Preferred	Preferred
102	Data Storage & Archiving	The solution shall be capable of utilizing computer storage devices (SAN).	Mandatory	—
103	Data Storage & Archiving	The City shall be able to accurately plan for storage and backup requirements, both for initial implementation and for future growth.	Mandatory	—
104	Data Storage & Archiving	The proposed solution shall be capable of dynamically accepting changes to network configurations with little or no impact on solution availability (i.e. installing additional servers/workstations and changing the IP or subnet of any of the servers).	Mandatory	—

Solution Technology

Appendix C

ACCD Technical Reference Model and Standards

105	End-User Interface	The system shall provide end-user interfaces capabilities including, but not limited to the following:	Preferred	Preferred
105.1	End-User Interface	Consistent look and feel across all modules.	Preferred	Preferred
105.2	End-User Interface	Ability to customize views throughout all modules at the field and record level.	Preferred	Preferred
105.3	End-User Interface	Enable the user to complete each step in the workflow process within a given screen (i.e. the end-user shall not be required to navigate to multiple screens to complete a task(s) in the workflow).	Preferred	Preferred
106	End-User Interface	The system shall provide a variety of ways to navigate the system including, but not limited to the following:	Preferred	Preferred
106.1	End-User Interface	Menu-driven	Preferred	Preferred
106.2	End-User Interface	Drop-down lists for selection of valid responses	Preferred	Preferred
106.3	End-User Interface	Icon-based	Preferred	Preferred
106.4	End-User Interface	Kiosk, mobile device presentation	Preferred	Preferred
107	End-User Interface	The system shall allow customizable views, including but not limited to the ability to accommodate both the casual and power users requiring different views, and the integration of information from multiple modules into a unified end-user display	Preferred	Preferred
108	End-User Interface	The system shall provide “out of the box” functionality which allows end-users data entry and/or inquiry access from mobile/devices/PDAs.	Preferred	Preferred
109	End-User Interface	The system shall support multiple languages for specific transactions including, but not limited to time entry and public portal.	Preferred	Preferred
110	End-User Interface	The system shall meet Web Accessibility standards including, but not limited to the ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see http://www.access-board.gov/sec508/summary.htm). (Web based applications must be ADA compliant following the specifications of 508c of the Americans	Mandatory	Mandatory

Appendix C

ACCD Technical Reference Model and Standards

With Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.)

111	Data Entry Support & On-Line Help	The system shall provide field level edit checks for transactions during data entry and provide immediate user feedback including, but not limited to error messages, potential possible corrective actions, warnings, data validation from external sources (e.g. GIS data for address validation, USPS for zip code validation).	Preferred	Preferred
112	Data Entry Support & On-Line Help	The system shall provide online help that displays data field definitions for all user-entered data fields.	Preferred	Preferred
113	Data Entry Support & On-Line Help	The system shall provide the ability to design a preferred sequence to make data-entry columns and fields match the order of information in organization source documents.	Preferred	Preferred
114	Data Entry Support & On-Line Help	The system shall provide the ability to describe the nature of data entry errors and potential solutions.	Preferred	Preferred
115	Data Entry Support & On-Line Help	The system shall provide the ability to allow data entry fields to default to the last entry for applicable data fields as determined by the City.	Preferred	Preferred
116	Data Entry Support & On-Line Help	The system shall provide the ability to auto-fill an entry based on the transaction and/or field entry (e.g., dates, city, state, zip, etc.)	Preferred	Preferred
117	Data Entry Support & On-Line Help	The system shall provide the ability to restrict free form entry (e.g. require use of drop-down calendar for date field).	Mandatory	Mandatory
118	Data Entry Support & On-Line Help	The system shall provide the ability to accept mass data entry from an external source, including the ability to load through automated interface.	Preferred	Preferred
119	Security	The system shall have the ability to encrypt data (e.g. medical records, personal information)	Preferred	Preferred

Appendix C

ACCD Technical Reference Model and Standards

120	Data Entry Support & On-Line Help	The system shall provide the ability to perform intelligent spell checking of text fields.	Preferred	Preferred
121	Data Entry Support & On-Line Help	The system shall provide the ability to minimize the use of the mouse when an end-user performs data entry functions.	Preferred	Preferred
122	Data Entry Support & On-Line Help	The system shall provide the ability for user to receive confirmations and notifications for user transactions, batch transactions, and system administrator transactions.	Preferred	Preferred
123	Data Entry Support & On-Line Help	The system shall provide the ability for end-users to receive clear and non-technical error messages including, but not limited to the following:	Preferred	Preferred
123.1	Data Entry Support & On-Line Help	The exact status of the transaction.	Preferred	Preferred
123.2	Data Entry Support & On-Line Help	The options for on-line help.	Preferred	Preferred
123.3	Data Entry Support & On-Line Help	The options for additional help including phone, fax number, and a pre-formatted e-mail problem report.	Preferred	Preferred
124	Data Entry Support & On-Line Help	The system shall provide customizable auto-save functionality that periodically retains data in case data entry is suspended or interrupted.	Preferred	Preferred
125	Data Entry Support & On-Line Help	The system shall provide the ability for the City's authorized users to create and/or modify the content of on-screen error messages.	Preferred	Preferred

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

- A. **Cover Letter:** On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.
- B. **Table of Contents:** Table of contents with all pages sequentially numbered
- C. **Business Organization:** Provide information on the following. Response may include other information which Proposer feels is relevant to this section.
 - i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.
 - ii. Listing of principal officers of the company including name, title, and tenure.
 - iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
 - iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
 - v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
 - vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
 - vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?
 - viii. Has your firm ever been terminated from a contract? If so, where and why?

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

- D. **Prior Experience & References:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2004. Supply the project title, year, project description including details and size to qualify as applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations

- E. **Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

F. **Technical Requirements:**

As per Section 0500, Part 4.0, each table provides a description of the desired vendor response.

Responses for each technical requirement should include:

- Reference to the requirement number or ID
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices
- Documentation or evidence as requested in the required response

G. **Functional Requirements:**

As per Appendix A of section 0500, each table provides a description of the desired vendor response. The vendor should feel free if applicable to address any tooling detail relevant to their offerings even if we determined it was out of scope.

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

Responses for each functional requirement should include:

- Reference to the requirement number
- Indication of how/if the requirement or associated feature shall be met. Unless otherwise specified, each response will be considered classified as base functionality:
 - base (out of the box)
 - configuration
 - 3rd party solution
 - Customization
 - not available
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices

H. Supplemental Submittal Requirements:

1. General

- 1.1 Provide descriptions of the Vendor's senior management team that detail their background and industry experience.
- 1.2 Describe how the system protects data from security breaches. Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.
- 1.3 Provide evidence of experience with projects of similar size, scope, and complexity.
- 1.4 Describe any special knowledge, facilities or personnel relevant to this RFP.
- 1.5 Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

2. Project Management

- 2.1 Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.
- 2.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the Austin Convention Center Department (ACCD) and the Vendor.
- 2.3 Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.
- 2.4 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

3. Testing

- 3.1 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.
- 3.2 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.
- 3.3 Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user acceptance testing. Specify proposed demarcation of responsibilities between the ACCD and the Vendor.

4. Implementation

- 4.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the ACCD and the Vendor.
- 4.2 Describe the qualification and experience of personnel that may be deployed to the ACCD site.
- 4.3 Describe the specific On-Site implementation services that are offered. The ACCD preference is that these services are offered from local or regionally based locations.
- 4.4 Provide a plan on migrating legacy data from the current system to your proposed system.
- 4.5 Describe how the “go-live” will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the ACCD and the Vendor. The Plan should explicitly include those activities necessary to prepare ACCD personnel for post-implementation roles.
- 4.6 Describe past “go-lives” that were completed successfully including any pertinent lessons learned and best practices.

5. Training and System Documentation

- 5.1 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the ACCD and the Vendor. We would prefer onsite training for four different departments that use different functions of the booking system. Our training room accommodates 13 users and a trainer with access to desktop computers with Internet access. We would have a minimum of 5 groups of 13 needing initial training.
- 5.2 Describe what kinds of training materials will be provided and how these can be modified for use by ACCD staff to conduct user training. Provide sample of most recent training materials.

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

- 5.3 Describe the process that will be used to keep users up to speed on new features and system upgrades.
- 5.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

6.Support and Ongoing Service

- 6.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the ACCD and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the ACCD to maintain the system once implemented.
 - 6.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to ACCD resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.
 - 6.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.
 - 6.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.
- I. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

- J. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and fifty (150) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- K. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- L. **Authorized Negotiator:** Include name, address, e-mail address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- M. **Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products.

Proposer must submit one printed original and one electronic version of the completed cost proposal provided in Section 0601, Cost Proposal Sheet in a SEPARATE sealed envelope from the technical Proposals. Proposer must provide all costs (with 5 year forecast) associated with this project such as:

- Hardware
- Software
- Third party software (if applicable)
- Implementation
- Interface/Integration
- Documentation
- Project Management Services
- Annual Maintenance & Support (for five years following final acceptance and the warranty period)
- Others (if applicable)

Along with the cost proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

- i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the ACCD's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the ACCD shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

- i. 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Total Cost of Proposal	20
2	Technical Requirements	20
3	Functional Requirements	30
4	Supplemental Submittal Requirements	20
5	Local Business Presence	10

(1) Total Cost Proposed – 20 points

- Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis

(2) Technical Requirements Proposed (As per Section F above)- 20 points

- Responses to Technical Requirements included in section 0500, Scope of Work part 4

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMW0123**

3. **Functional Requirements Proposed (As per section G above) – 30 points**
- Responses to Functional Requirements included in section 0500, Scope of Work part 5, Appendix A
4. **Supplemental Requirements Proposed (As per Section H above) – 20 points**
- General
 - Project Management
 - Testing
 - Implementation
 - Training and System Documentation
 - Support and Ongoing Services
5. **Local Business Presence – 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Interviews/Demonstrations, Optional. Interviews or Demonstrations may be conducted at the discretion of the City. Maximum 20 points

The City reserves the right to require short listed vendors selected for demonstrations or presentations to provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Vendors unwilling to provide this information or whose financial information is deemed as not demonstrating financial stability will not be considered for award.

SECTION 0601: COST PROPOSAL

The ACCD anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the ACCD's stated objectives. The City reserves the right to award in our best interest including options such as the software without services, etc.

1. Software and Maintenance Costs

Description	Initial Purchase & Implementation	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software						
Licensing*						
Hosting Fees (if Vendor hosted)						
Annual Maintenance and Support						
Other Costs if Required*						
Per Year Total						

*Include information on licensing model and type of user licenses proposed (concurrent, per seat, etc.) as well as any quantity driven price breaks, if applicable.

**Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software, or any packaged hardware referenced in the response to Requirements.

2. Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation.

Description	Cost
Implementation Services	
Legacy Data migration/scrubbing	
Training	
System Integrations	
Other Costs if Required	
Total Cost	

3. Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for Option years one through five.

Description	Year One	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)					

4. Any additional costs involved with you proposal not covered in the sections above

Description	Cost

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items will not be considered as part of the total cost of the proposal.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0815: Living Wages and Benefits Contractor Certification

Company Name _____

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Shawn M. Willett, Corporate Contract Compliance Manager

DATE: August 19, 2014

SUBJECT: Approval to use Zero Goals for Solicitation No. SMW0123
Project Name: Event Booking System for Austin Convention Center
Commodity Code(s): 20811
Estimated Value: \$350,000

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

This is a very specialized software only available through a very limited number of companies and any type of implementation or maintenance will have to be done by the same company as customizations will be needed and only the company will have the proprietary source code information to provide it.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at (512) 974-2554

 Approval is hereby granted to use the above Goals.

 Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons: This is a commodity purchase. There are no subcontracting opportunities.

[Signature]
Veronica Lara, Director

Date: 8-20-14

cc: Lorena Resendez, DSMBR
Lynda Thorpe, Purchasing



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: SMW0123
ADDENDUM NO. 2
DATE OF ADDENDUM: OCTOBER 17, 2014

This addendum is to incorporate the following changes to the solicitation:

1) **The Proposal Closing Date and time are hereby changed to:**

Proposal Due prior to 3:00 PM on October 24, 2014

Proposal Closing Time and Date : 3:00 PM on October 24, 2014

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett

Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

ACKNOWLEDGED BY:

SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO PROPOSAL CLOSING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: SMW0123
ADDENDUM NO. 1
DATE OF ADDENDUM: OCTOBER 7, 2014

This addendum is to incorporate the following changes to the solicitation:

- A. The sign in sheet from the Pre-Proposal meeting is attached and added as Exhibit 1.
- B. Attachment 1, a copy of the following, is being added as a separate attachment in Excel format which can be used for responses to these requirements if desired (See tabs for each requirement):
- Technical Requirements
 - Functional Requirements
 - Technical Standards
- C. Scope of Work, Section 4.11, Technical Requirements references Appendix E which is incorrect, the correct Appendix for the City's Technical Reference Model and Standards should be Appendix C.
- D. Questions and Answers:
- 1 What is your optimal time frame for full implementation of the system? As you know there are specialty requirements that will need to be coded and tailored specifically for the ACCD.
- RESPONSE:** Depending on when a contract is signed and executed, ACCD anticipates implementation to begin in late spring 2015 (after SXSW) with a target completion of mid-summer. Per Section 0600, Proposal Preparation Instruction, item H.4; Proposers are to provide an implementation plan which gives a detailed listing of the steps and timeframes for the implementation.
- 2 What is the number of vendors (caterers, security etc.) used by the ACCD, and an approximation of new vendors coming into the system each year.
- RESPONSE:** There are two vendors used by ACCD (catering and A/V). We do not have an approximation of new vendors as it is dependent on the future business needs of the Department.
- 3 The contract it stated one fluid implementation. What exactly does that mean?
- RESPONSE:** It is unclear where "fluid implementation" is stated within the Request for Proposal. Per Section 0600, Proposal Preparation Instruction, item H.4; Proposers are to provide a detailed implementation plan which gives a detailed listing of the steps and timeframes for the implementation.

- 4 Vendor understands the City has customized applications and reports that extend the City's CCBreeze system. And while not fully necessary for vendor's response to RFP as vendor will provide recommended solutions based on RFP requirements, if possible and prior to the software demonstration phase of the City's software review process, the vendor would like to obtain the following so as to determine which requirements will be handled via vendors off the shelf software vs. those requiring minor customization and/or strategic software enhancements.

- Sample system generated "Initial Proposal"
- Sample contract
- Sample invoice
- Client Packet
- Exhibitor Packet
- Event/Utility Pre-plan; albeit, vendor is uncertain if the "Pre-plan" is a window within the CCBreeze software application, a report document, or both.
- Event Coordinator provided "Planning Document"
- Sample Work Order reports
- A guided tour of and/or test login account to the Event Representative Web portal both from 1) the Exhibitor Event Representatives perspective and, 2) Planner Event Representatives perspective

RESPONSE: The limitations of the current system gave ACCD no option but to create secondary customized applications (using Filemaker). It is ACCD's expectation that these customized applications will no longer be required with the new system. The Vendor is correct in assuming that they can provide a solution based solely upon the requirements stated within the RFP. Per Section 0600, Proposal Preparation Instruction, item G:

Response for each functional requirement should include how/if the requirement or associated feature shall be met. Unless otherwise specified, each response will be considered classified as base functionality:

- Base (out of box)
- Configuration
- 3rd party solution
- Customization
- Not available

- 5 According to section 2.2 of the RFP, Austin Convention Center's Case Management System (Breeze) currently has 300 "Active users." In order to provide user license costs that closely reflect Austin actual needs, can the City of Austin provide rough total amounts for the number of staff in the following roles. NOTE: Vendor suspects some staff may serve dual roles so to ensure we don't overestimate use licensing needs, please try not to double count staff.

- Marketing
- Sales Directors, Sales Managers
- Contract Administrators
- Event Coordinators, Event Supervisors, Event Managers
- Utility Service Coordinators
- Consultants: Catering, Audio Visual, Maintenance, Decorator, IT Business Systems, Others we are missing e.g. Security?
- Work Order Reviewers
- Full Operational Staff / Setup Crew (typically very light/view only users)
- Internal Operations Experts

- Accounting & Financial Users
 - Billing/Invoicing/Payment Processing
 - Other Accounting & Finance users
- Executive/Director Management / Chain Of Command Users
- Additional IT / Advanced Reporting / Integration Specialists, etc.
- Third Party Vendor Users e.g. CVB/DMO
- Others? If so, please describe.

RESPONSE: There are 300 installations/deployments of the current software, with approximately 100 concurrent users. Usability is limited by the age and the lack of support from the vendor. As the business needs change for ACCD, so may these numbers.

With regards to the term “Consultant” listed above; ACCD has ‘Internal Operations Experts’ which are IT, Maintenance, and Security. ACCD also has ‘External Operations Experts’ which are the Catering and A/V vendors, and should be considered as a one of the “Third Party Vendors” listed above.

- 6 Does this require the admin side of application? Does it need to be section 508 compliant?

RESPONSE: ACCD would prefer (not require) it to be web-accessible. It would also be preferred to have a Software As A Service (SAAS/cloud-based) deployment option that allowed open data source integration.

- 7 Does City of Austin prefer Hosted Solution?

RESPONSE: City does not have a preference. Please propose your suggested solution with costs including both options if you can provide both.

- 8 What is ACCD’s financial system?

RESPONSE: The Convention Center has some custom built applications which is why we need it to be integratable.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett
 Shawn M. Willett, Senior Business Process Consultant
 Purchasing Office, 512-974-2554

AFFIRMED BY:

_____	_____	_____
SUPPLIER	AUTHORIZED SIGNATURE	DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

EXHIBIT 1

BEST AND FINAL OFFER

SECTION 0601: COST PROPOSAL

The ACCD anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the ACCD's stated objectives. The City reserves the right to award in our best interest including options such as the software without services, etc.

1. Software and Maintenance Costs

Description	Initial Purchase & Implementation	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software						
Licensing*						
Hosting Fees (if Vendor hosted)						
Annual Maintenance and Support						
Other Costs if Required*						
Per Year Total						

*Include information on licensing model and type of user licenses proposed (concurrent, per seat, etc.) as well as any quantity driven price breaks, if applicable.

**Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software, or any packaged hardware referenced in the response to Requirements.

2. Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation.

Description	Cost
Implementation Services	
Legacy Data migration/scrubbing	
Training	
System Integrations	
Other Costs if Required	
Total Cost	

3. Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for Option years one through five.

Description	Year One	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)					

4. Any additional costs involved with you proposal not covered in the sections above

Description	Cost

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items will not be considered as part of the total cost of the proposal.

Signature _____

Date _____



Municipal Building
124 West 8th Street, Room 308, Austin, TX 78701

November 21, 2014

Jack Wagner
Solutions Director
Ungerboeck Systems International
100 Ungerboeck Park
O'Fallon, MO 63368

Sent via email to: Jack.Wagner@Ungerboeck.com

Dear Mr. Wagner:

Thank you for submitting your proposal response for an event booking system solution for the City of Austin.

Your firm is invited to meet with City staff on Tuesday December 9th, 2014 at 8:30 a.m. CST for a presentation and demonstration in regards to this project. The details of the presentation and demonstration are below:

Address: (This is subject to change based on events in the building)
Austin Convention Center
Austin Suite
500 East Cesar Chavez
Austin, Texas 78701

Enter through the middle set of doors off Trinity Street, go up the escalators to the third floor. The Austin Suite is between meeting room 7 and 10. For directions to the Convention Center and/or to view a map of the facility, go to:

<http://www.austinconventioncenter.com/directions/floors.htm>

Agenda:

8:30 Vendor Set-Up
8:45 Introductions of City Staff
9:00-10:30 Demonstration
10:30-10:45 Break
10:45-12:00 Demonstration
12:00-1:00 Lunch (Only City Staff may remain in room)
1:00-2:30 Demonstration
2:30-2:45 Break
2:45-4:15 Demonstration

In an effort to aid the vendor in its preparation for the demonstration, the City wishes to specifically see a more detailed demonstration of (as related to the proposed solution) of the items listed below. These items should be addressed in the demonstration.

Through the course of the demonstration, questions may arise which will require the vendor to provide additional details or viewing of the proposed solution's functionality/capability. The vendor should be prepared to respond to any of these additional questions/queries.

Technical Requirements:

1.0 Review standard reports

- 1.1 Provide an overview/demonstration, questions will be asked as demonstration progresses
- 1.2 Showcase occupancy reports/pace reports Requirement 4.17

Functional Specification:

1.0 Cancel Event (FS001 – FS012)

- 1.1 Cancellation/turn down (FS001)
 - 1.1.1 Auto reminder to notify sales managers with second option groups (FS002)
 - 1.1.2 Lost business reports (FS001)
- 1.2 Review document merge examples (FS007)
- 1.3 Review activity log of reminder/traces (FS005)
- 1.4 Question for clarification: (See proposal page 19, FS010:create bill) Is this included in Booking software or does the Accounts Receivable module have to be purchased separately?

2.0 Create Event Invoice Packet (FS013 – FS016)

- 2.1 Generate an invoice (FS015)

3.0 Create Event Utility Packet (FS017 – FS027)

- 3.1 Provide an overview/demonstration of this Functional Specification, questions will be asked as demonstration progresses. Specifically, would like to see greater detail of the following:
 - 3.1.1 FS017
 - 3.1.2 FS019
 - 3.1.3 FS022
 - 3.1.4 FS023
 - 3.1.5 FS024

4.0 Create Event Work Order (FS028 – FS033)

- 4.1 Provide an overview/demonstration of this Functional Specification, questions will be asked as demonstration progresses. Specifically, would like to see greater detail of the following:
 - 4.1.1 FS029

5.0 Establish Forecast and Budget (FS034 – FS040)

- 5.1 Overall review of forecasting/ budgeting tools (FS034 – FS040)
- 5.2 FS034: Provide an overview/demonstration, questions will be asked as demonstration progresses

6.0 Establish Prospect (FS041 – FS050)

6.1 Review the booking calendar/diary and how it works (FS042)

- 6.1.1 Display floor usage within the center during a planned event and the steps to be taken to examine that floor plan, to change the floor plan, and to make changes to events based on floor coverage (room assignments, digital display modifications due to room changes, etc.).

6.2 How does the Booking Calendar show conflicts and utilizes the “notices” for events that are not happening in the building (i.e. a Marathon or ACL)? (FS043)

6.3 Contracting Management system and the EZWriter report generator review the differences (FS046)

- 6.3.1 Tracking approval/changes to contracts/bids and (FS048)

- 6.3.2 Contract workflow/approval process (FS047)

7.0 Initiate Survey (FS051 – FS056)

7.1 Provide an overview/demonstration of this Functional Specification, questions will be asked as demonstration progresses. Specifically, would like to see greater detail of the following:

- 7.1.1 FS051

- 7.1.2 FS056

7.2 Demonstrate/ show the software output survey information in a report. Something listing the event, event date, person, and person email (to be fed to another system.) (FS055)

8.0 Prepare Contract and/or Addendum (FS057 – FS068)

8.1 Display how groups with different status and options are shown on the diary (FS058)

8.2 Review document merge examples (FS058)

8.3 FS059: Provide an overview/demonstration of the following, questions will be asked as demonstration.

- 8.3.1 How reserved space is changed and how it can be locked to prevent accidental movement.

- 8.3.2 Review document merge examples

8.4 Review activity log of reminder/traces (FS065)

8.5 FS066: Provide an overview/demonstration, questions will be asked as demonstration progresses

8.6 FS067: Provide an overview/demonstration, questions will be asked as demonstration progresses

- 8.6.1 Demonstrate posting of deposit payments

9.0 Provision Work Order (FS069 – FS072)

9.1 Provide an overview/demonstration of this Functional Specification, questions will be asked as demonstration progresses. Specifically, would like to see greater detail of the following:

- 9.1.1 FS069 – generateWorkOrder

- 9.1.2 FS071 – displayWorkOrderList

10.0 Schedule Site Visit (FS073 – FS075)

10.1 Provide an overview/demonstration of this Functional Specification, questions will be asked as demonstration progresses.

Demonstration of Specific Scenarios/Examples:

- 1.0 Specific to FS029, FS042, FS045: Demonstrate the scheduling of three different events for the same week in the future. Show the process by which one of them is made an actual event and the other two are changed to another weekend (date/time). Demonstrate the kind of displays used to show the three potential events and what tools are used to move and change them. Additionally, demonstrate the information for each show - total number of chairs needed, which rooms they will need, and the total capacity required...then use that information to change details associated with the events.
- 2.0 Specific to FS072 - demonstrate an example of the iPad (mobile) / tablet functions. Would like to see a demo of using the tablet to add and pay for services associated with an event that is currently ongoing, and then see these charges roll up into an invoice. Example... order a power source, power strip and network utilities for a booth that previously had no such services...and the event has just begun.
- 3.0 In regards to Data Migration – You responded on page 47 regarding your capabilities in regards to data migration. We understand that an in depth demonstration of this is not reasonable for this, however if possible we would like to see a quick data extract, apply a script to scrub the data, and then load into Ungerboeck. We may be able to provide you a sampling of data from our current system in CVS format for the demonstration if you think this would be valuable.
- 4.0 Specific to Pages 68 of the proposal - Demonstrate the key features related to the Customer Service, Event Management and Catering. It is acceptable if these features are presented within your overall presentation (shown/presented as part of other FS demonstrations listed above).

Question:

Does the proposed solution have the following capability? If so, please provide a demonstration or a presentation on the solution's capabilities for each of these.

- Posting of check payments to invoice balances
- Posting of credit card payments to invoice balances
- Generate end of month revenue report by category and by event
- Generate invoice journal
- Generate deposits journal
- Generate accounts receivable aging journal
- Generate collections letters
- Any functionality related to digital signage

We look forward to meeting with the firm and project team members who will be participating in this session.

In order to have the room set up properly, can you please let me know the following information as soon as possible:

- How many people from Ungerboeck will be attending the demonstration
- Do you need access to a phone, overhead projector, computer hook-ups, other technical needs, etc.?

Please let me know if you have any questions via e-mail at shawn.willett@austintexas.gov.

Sincerely,

Shawn M. Willett

Shawn M. Willett, CPPO
Corporate Contract Compliance Manager
City of Austin
Purchasing Office